UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F

☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

or

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the fiscal year ended December 31, 2014

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the transition period from to

or

☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 Date of event requiring this shell company report

Commission File Number 0-28564

QIAGEN N.V.

(Exact name of Registrant as specified in its charter)

n/a

(Translation of Registrant's name in English)

The Netherlands
(Jurisdiction of incorporation or organization)

Spoorstraat 50
5911 KJ Venlo
The Netherlands
011-31-77-320-8400
(Address of principal executive offices)

Roland Sackers, Tel: 011-31-77-320-8400, Fax: 011-31-77-320-8409
QIAGEN N.V., Spoorstraat 50, 5911 KJ Venlo, The Netherlands
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of class:	Name of each exchange on which registered:
Common Shares, par value EUR 0.01 per share	NASDAQ Stock Market LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act:
None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:
None

The number of outstanding Common Shares as of December 31, 2014 was 232,022,931.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☒ Yes ☐ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. ☐ Yes ☒ No

Note—Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of accelerated filer and large accelerated filer in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

☒ U.S. GAAP
☐ International Financial Reporting Standards as issued by the International Accounting Standards Board
☐ Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow:

☐ Item 17
☐ Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

Unless the context otherwise requires, references herein to "we," "us," "our," the "Company" or to "QIAGEN" are to QIAGEN N.V. and its consolidated subsidiaries.

EXCHANGE RATES

QIAGEN publishes its financial statements in U.S. dollars. In this Annual Report on Form 20-F, references to "dollars" or "$" are to U.S. dollars, and references to "EUR" or the "euro" are to the European Monetary Union euro. Except as otherwise stated herein, all monetary amounts in this Annual Report on Form 20-F have been presented in U.S. dollars.

The exchange rate used for the euro was obtained from the European Central Bank and is based on a regular daily concentration procedure between central banks across Europe and worldwide, which normally takes place at 2:15 P.M. Central European Time. This rate at February 25, 2015, was $1.1346 per €1.

For information regarding the effects of currency fluctuations on our results, see Item 5 "Operating and Financial Review and Prospects."

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PART I

Item 1. Identity of Directors, Senior Management and Advisors

Not applicable.

Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information

QIAGEN N.V. is registered under its commercial and legal name with the trade register (*kamer van koophandel*) of the Dutch region Limburg Noord under file number 12036979. QIAGEN N.V. is a public limited liability company (*naamloze vennootschap*) under Dutch law as a holding company.

The selected consolidated financial data below should be read in conjunction with "Operating and Financial Review and Prospects" and the Consolidated Financial Statements, including the notes and other financial information included in this Annual Report on Form 20-F. The selected financial data below is derived from the consolidated statements of income for the years ended December 31, 2014, 2013 and 2012 and the consolidated balance sheets at December 31, 2014 and 2013 of QIAGEN that have been audited by an independent registered public accounting firm, and are included in this Annual Report. The selected data from the consolidated statements of income presented for the years ended December 31, 2011 and 2010, and the consolidated balance sheets as of December 31, 2012, 2011 and 2010, is derived from audited consolidated financial statements not included in this Annual Report. The 2011 and 2010 amounts for working capital, total assets and total long-term liabilities, including current portion, have been adjusted to correctly reflect deferred taxes as current or non-current and to net deferred tax positions within the same tax jurisdictions. These balance sheet reclassifications had no effect on total equity at December 31, 2011 and 2010.

Selected Financial Data

The information below should be read in conjunction with the Consolidated Financial Statements (and accompanying notes) and "Operating and Financial Review and Prospects."

	Years ended December 31,				
	2014	**2013**	**2012**	**2011**	**2010**
Consolidated Statement of Income Data: (amounts in thousands, except per share data)					
Net sales	**$ 1,344,777**	$ 1,301,984	$ 1,254,456	$ 1,169,747	$ 1,087,431
Cost of sales	**479,839**	486,494	430,432	419,938	371,869
Gross profit	**864,938**	815,490	824,024	749,809	715,562
Operating expenses:					
Research and development	**163,627**	146,070	122,476	130,636	126,040
Sales and marketing	**376,873**	371,523	343,549	307,332	267,484
General and administrative, integration and other	**126,550**	199,072	152,068	185,507	110,009
Acquisition-related intangible amortization	**37,070**	35,495	36,117	26,746	23,492
Total operating expenses	**704,120**	752,160	654,210	650,221	527,025
Income from operations	**160,818**	63,330	169,814	99,588	188,537
Other expense	**(42,304)**	(25,992)	(24,661)	(3,376)	(15,416)
Income before income taxes	**118,514**	37,338	145,153	96,212	173,121
Income taxes	**1,312**	(31,760)	15,616	1,263	28,810
Net income	**$ 117,202**	$ 69,098	$ 129,537	$ 94,949	$ 144,311
Net income (loss) attributable to noncontrolling interest	**568**	25	31	(1,089)	—
Net income attributable to QIAGEN N.V.	**$ 116,634**	$ 69,073	$ 129,506	$ 96,038	$ 144,311
Basic net income per common share attributable to the owners of QIAGEN N.V. [(1)]	**$ 0.50**	$ 0.30	$ 0.55	$ 0.41	$ 0.62
Diluted net income per common share attributable to the owners of QIAGEN N.V. [(1)]	**$ 0.48**	$ 0.29	$ 0.54	$ 0.40	$ 0.60
Weighted-average common shares outstanding					
Basic	**232,644**	234,000	235,582	233,850	232,635
Diluted	**241,538**	242,175	240,746	239,064	240,483

(1) See Note 18 of the "Notes to Consolidated Financial Statements" for the computation of the weighted average number of Common Shares.

	As of December 31,				
	2014	**2013**	**2012**	**2011**	**2010**
Consolidated Balance Sheet Data: (amounts in thousands)					
Cash and cash equivalents	**$ 392,667**	$ 330,303	$ 394,037	$ 221,133	$ 828,407
Working capital [(1)]	**$ 717,124**	$ 583,851	$ 725,752	$ 293,753	$ 1,003,489
Total assets	**$ 4,454,372**	$ 4,088,392	$ 4,087,631	$ 3,729,685	$ 3,878,478
Total long-term liabilities, including current portion	**$ 1,496,991**	$ 1,032,409	$ 1,101,550	$ 725,874	$ 1,118,932
Total equity	**$ 2,657,999**	$ 2,723,871	$ 2,724,363	$ 2,557,798	$ 2,476,353
Common shares, par value	**$ 2,812**	$ 2,812	$ 2,769	$ 2,739	$ 2,724
Common shares issued	**239,707**	239,707	236,487	234,221	233,115
Common shares outstanding	**232,023**	233,890	234,544	234,221	233,115

(1) Working capital is current assets less current liabilities.

Risk Factors

Risk Management:

Our risk management approach embodies the key elements of a sound risk management system including (1) active Supervisory Board and senior management involvement; (2) adequate policies and procedures; (3) adequate risk management, monitoring and information systems; and (4) comprehensive internal controls.

QIAGEN is managed by a Managing Board and an independent Supervisory Board appointed by the General Meeting of Shareholders. One of the Managing Board's responsibilities is the oversight of the risk management system. The Managing Board has developed and implemented strategies, controls and mitigation measures to identify current and developing risks as part of the risk management system. Risk management policies and procedures are embodied in our corporate governance, code of ethics and financial reporting controls and procedures. A variety of functional experts evaluate these business risks, attempting to mitigate and manage these risks on an ongoing basis.

Identified risks are subdivided into three types:

- A base business risk is specific to us or our industry and that threatens our current and existing business;
- A business growth risk is specific to us or our industry that threatens our future business growth; and
- An underlying business risk is not specific to us or our industry, but applies to a larger number of public companies.

All identified risks are evaluated based on their likelihood of occurring and their potential impact (estimated in monetary terms) in disrupting our progress in achieving our business objectives. The overall risk management goal is to identify risks that could significantly threaten our success and to allow management on a timely basis the opportunity to successfully implement mitigation actions. The results of the risk assessment, and any updates, are reported to the Audit Committee of the Supervisory Board on a regular basis. A detailed risk reporting update is provided each quarter to the Audit Committee for specific risks that have been newly identified or have changed since the previous assessment. A detailed review of all underlying business risks is completed every year. At least once on an annual basis, the Supervisory Board discusses the corporate strategy and business risks as well as the results of an assessment by the Managing Board and the Audit Committee of the structure and operations of the internal risk management and control systems, including any significant changes.

Our corporate governance structure is based on a strong framework that outlines the responsibilities of our Managing and Supervisory Boards (discussed in more detail in Item 10 of this Annual Report) and the function of the Audit Committee of the Supervisory Board (discussed in more detail in Item 6 of this Annual Report). We maintain adequate internal controls over financial reporting to ensure the integrity of financial reporting, which is described further in Item 15 of this Annual Report. Additionally, a Compliance Committee operates under the leadership of the Chief Financial Officer, who is also a member of the Managing Board, that consists of senior executives from various functional areas who are responsible for ensuring compliance with legal and regulatory requirements, as well as overseeing the communication of corporate policies, including our Code of Ethics as described further in Item 16B of this Annual Report.

Risk Types	
Base Business Risk	• Identification and monitoring of competitive business threats • Monitoring complexity of product portfolio • Monitoring dependence on key customers for single product groups • Reviewing dependence on individual production sites or suppliers • Evaluating purchasing initiatives, price controls and changes to reimbursements • Monitoring production risks, including contamination prevention, high-quality product assurance • Ensuring ability to defend against intellectual property infringements and maintain competitive advantage after expiration
Business Growth Risk	• Managing development and success of key R&D projects • Managing successful integration of acquisitions to achieve anticipated benefits
Underlying Business Risk	• Evaluating financial risks, including economic risks and currency rate fluctuations • Monitoring financial reporting risks, including multi-jurisdiction tax compliance • Reviewing possible asset impairment events • Assessing compliance and legal risks, including safety in operations and environmental hazard risks, compliance with various regulatory bodies and pending product approvals • Monitoring risks of FCPA (Foreign Corrupt Practices Act) or antitrust concerns arising from a network of subsidiaries and distributors in foreign countries

The risks described below are listed in the order of our current view of their expected significance. Describing the risk factors in order of significance does not imply that a lower listed risk factor may not have a material adverse impact on our results of operations, liquidity or capital resources.

An inability to manage our growth, manage the expansion of our operations, or successfully integrate acquired businesses could adversely affect our business.

Our business has grown significantly, with total net sales increasing to $1.34 billion in 2014 from $1.09 billion in 2010. We have made a series of acquisitions in recent years, including Enzymatics and BIOBASE in 2014, Ingenuity and CLC bio in 2013, Intelligent BioSystems and AmniSure in 2012, and Cellestis Ltd. and Ipsogen S.A. in 2011. We intend to identify and acquire other businesses in the future that support our strategy to build on our global leadership position in Sample to Insight solutions. The successful integration of acquired businesses requires a significant effort and expense across all operational areas.

We have also made significant investments to expand our business operations. In January 2009, we purchased land adjacent to our facility in Germany and began a major expansion project in August 2009 to create additional facilities for research and development as well as to expand production capacity. This expansion project was completed in early 2012. In addition, we began activities in June 2010 to expand our facility in Germantown, Maryland, for research, production and administrative space, and these efforts were completed in 2013. We started two new expansion projects in 2014. These expansion projects have increased our fixed costs, resulting in higher operational costs in the short term that will negatively impact our gross profit and operating income until we more fully utilize the additional capacity of these planned facilities. In 2012, we added a subsidiary in Poland as part of the creation of a new global shared services center to gain economies of scale in various administrative functions. We also continue to upgrade our operating and financial systems and expand the geographic presence of our operations, which has resulted in the reallocation of existing resources or the hiring of new employees as well as increased responsibilities for both existing and new management personnel. As an example, in 2011 we established new subsidiaries in India and Taiwan, further expanding our presence in Asia. The expansion of our business and the addition of new personnel may place a strain on our management and operational systems.

Our future operating results will depend on the ability of our management to continue to implement and improve our research, product development, manufacturing, sales and marketing and customer support programs, enhance our operational and financial control systems, expand, train and manage our employee base, integrate acquired businesses, and effectively address new issues related to our growth as they arise. There can be no assurance that we will be able to manage our recent or any future expansion or acquisitions successfully, and any inability to do so could have a material adverse effect on our results of operations.

Our acquisitions expose us to new risks, and we may not achieve the anticipated benefits of acquisitions of technologies and businesses.

During the past several years, we have acquired and integrated a number of companies through which we have gained access to new technologies, products and businesses that complement our internally developed product lines. In the future, we expect to acquire additional technologies, products or businesses to expand our operations. Acquisitions expose us to new operating and other risks, including risks associated with the:

- assimilation of new products, technologies, operations, sites and personnel;
- application for and achievement of regulatory approvals or other clearances;
- diversion of resources from our existing products, business and technologies;
- generation of sales to offset associated acquisition costs;
- implementation and maintenance of uniform standards and effective controls and procedures;
- maintenance of relationships with employees and customers and integration of new management personnel;
- issuance of dilutive equity securities;
- incurrence or assumption of debt;
- amortization or impairment of acquired intangible assets or potential businesses; and
- exposure to liabilities of and claims against acquired entities.

Our failure to address the above risks successfully in the future may prevent us from achieving the anticipated benefits from any acquisition in a reasonable time frame, or at all.

Our continued growth is dependent on the development and success of new products.

Rapid technological change and frequent new product introductions are typical in the markets we serve. Our success will depend in part on continuous, timely development and introduction of new products that address evolving market requirements. We believe successful new product introductions provide a significant competitive advantage because customers make an

investment of time in selecting and learning to use a new product and are reluctant to switch thereafter. To the extent that we fail to introduce new and innovative products, or such products suffer significant delays in development or are not accepted in the market, we may lose market share to our competitors, which will be difficult or impossible to regain. An inability to successfully develop and introduce new products, for technological or other reasons, could reduce our growth rate or otherwise have an adverse effect on our business. In the past, we have experienced delays in the development and introduction of products, including regulatory approvals, and we may experience delays in the future.

As a result, we cannot assure you that we will keep pace with the rapid rate of change in our markets or that our new products will adequately meet the requirements of the marketplace, achieve market acceptance or regulatory approval or compete successfully with competitive technologies. Some of the factors affecting market acceptance of new products include:

- availability, quality and price relative to competitive products;
- the timing of introduction of the new product relative to competitive products;
- opinions of the new product's utility;
- citation of the new product in published research;
- regulatory trends and approvals; and
- general trends in life sciences research, applied markets and molecular diagnostics.

The expenses or losses associated with unsuccessful product development activities or lack of market acceptance of our new products could materially adversely affect our business, financial condition and results of operations.

Important new product programs underway include our modular medium-throughput QIAsymphony automation platform, our offering of products for use in next-generation sequencing (NGS), related sample and assay technologies, and bioinformatics solutions.

The speed and level of adoption of our QIAsymphony platform will affect sales not only of instrumentation but also of sample and assay kits designed to run on this system. The rollout of QIAsymphony is intended to drive the dissemination and increasing sales of sample and assay kits that run on this platform, and we are seeking regulatory approvals for a number of these new products. In turn, the availability and regulatory approval of more tests to run on QIAsymphony, especially molecular assays for specific diseases or companion diagnostics paired with new drugs, will influence the value of the instruments to prospective buyers. The risk of slower adoption of QIAsymphony or the complete QIAsymphony RGQ system could significantly affect sales of products designed to run on these platforms.

Our strategic initiative in NGS aims to drive the adoption of this technology in clinical research and diagnostics. It involves the development and ongoing commercialization of universal pre-analytic and bioinformatics products that can be used with any sequencing system as well as the development and future commercialization of the GeneReader™ benchtop NGS sequencer workflow. The market for next-generation sequencing instruments is very competitive, and the speed and level of adoption of our universal solutions and the GeneReader workflow will affect sales of our Sample to Insight solutions.

Global economic conditions could adversely affect our business, results of operations and financial condition.

Our results of operations could be materially affected by adverse general conditions in the global economy and financial markets. In times of economic hardship or high unemployment, patients may decide to forgo or delay routine tests, in particular our HPV test used to screen women for risk of cervical cancer. Changes in the availability or reimbursement of our diagnostic testing products by insurance providers and healthcare maintenance organizations could also have a significant adverse impact on our results of operations.

Access to financing in the global financial markets has also been adversely affected for many businesses during the recent challenging economic times and public debt crisis. The uncertainty surrounding the resolution of the economic and sovereign debt crisis in Europe continues to have a negative impact on financial markets and economic conditions more generally. Our customers may face internal financing pressures that adversely impact spending decisions, the ability to purchase our products or that lead to a delay in collection of receivables and thus negatively impact our cash flow. A severe or prolonged economic downturn could result in a variety of risks to our business that would adversely impact our results of operations, including the reduction or delay in planned improvements to healthcare systems in various countries, the reduction of funding for life sciences research, and intensified efforts by governments and healthcare payors regarding cost-containment efforts.

Our results of operations could also be negatively impacted by any governmental actions or inaction resulting in automatic government spending cuts (sequestration) that may take effect (as in the U.S. in 2013). These conditions may add uncertainty to the timing and budget for investment decisions by our customers, particularly, researchers, universities, government laboratories and private foundations whose funding is dependent upon grants from government agencies, such as the U.S. National Institutes of Health (NIH) and similar bodies.

As is the case for many businesses, we face the following risks in regard to financial markets:

- severely limited access to financing over an extended period of time, which may limit our ability to fund our growth strategy and could result in delays to capital expenditures, acquisitions or research and development projects;
- failures of currently solvent financial institutions, which may cause losses from our short-term cash investments or our hedging transactions due to a counterparty's inability to fulfill its payment obligations;
- inability to refinance existing debt at competitive rates, reasonable terms or sufficient amounts; and
- increased volatility or adverse movements in foreign currency exchange rates.

We may encounter delays in receipt, or limits in the amount, of reimbursement approvals and public health funding, which will impact our ability to grow revenues in the healthcare market or may negatively impact our profitability.

Third-party payors are often reluctant to reimburse healthcare providers for the use of medical tests that involve new technologies or provide novel diagnostic information. In addition, third-party payors are increasingly limiting reimbursement coverage for medical diagnostic products and, in many instances, are exerting pressure on diagnostic product suppliers to reduce their prices. Since each third-party payor often makes reimbursement decisions on an individual patient basis, obtaining such approvals is a time-consuming and costly process that requires us to provide scientific and clinical data supporting the clinical benefits of each of our products. As a result, there can be no assurance that reimbursement approvals will be obtained. This process can delay the broad market introduction of new products, and could have a negative effect on our results of operations. As a result, third-party reimbursement may not be consistent or financially adequate to cover the cost of our products. This could limit our ability to sell our products or cause us to reduce prices, which would adversely affect our results of operations.

Further, the ability of many of our customers to successfully market their products depends in part on the extent to which reimbursement for the costs of these products is available from governmental health administrations, private health insurers and other organizations. Governmental and other third-party payors are increasingly seeking to contain healthcare costs and to reduce the price of medical products and services. For example, in 2010 the United States enacted major healthcare reform legislation known as the Patient Protection and Affordable Care Act (ACA) which is expected to impact the scope and nature of Medicare reimbursement methods. As a result, the biotechnology, diagnostics and pharmaceutical industries are exposed to the potential risk of price controls by these entities. If there are not adequate reimbursement levels, our business and results of operations could be adversely affected.

Our concentration of revenues in products related to HPV testing increases our dependence on their success, our reliance on relationships with a relatively small number of customers particularly in the United States, and our reliance on a diversification strategy to increase sales in other product areas.

Contributions in 2014 from sales in the United States of our HPV test products represented approximately 6% of our total net sales. HPV testing applies a newer molecular-based approach that is different from the cytology-based approach (reviewing cells under a microscope) of the Pap test. Significant resources are required to educate physicians and laboratories about the patient benefits that can result from using HPV test products in addition to the Pap test, and to assist laboratory customers in learning how to use our HPV test products. The addition of our HPV test products to the Pap test for primary screening in the United States may be seen by some customers as adding unnecessary expense to traditional cervical cancer screening. As a result, our ability to grow revenues from HPV testing in the U.S. and around the world depends on providing information on the proven benefits of using our molecular technologies to identify women at risk for cervical cancer.

While the ultimate decision to order this test is made by physicians in consultation with their patients, in the U.S. the test analysis is generally performed by reference laboratories, who in turn are the customers of QIAGEN in terms of ordering tests and related equipment. At present, a limited number of reference laboratories in the U.S. account for the majority of HPV test sales. Should any of these reference laboratories make changes to their supplier arrangements, as we saw in 2013 with the consolidation of purchases of women's health diagnostics with a competitor supplier, our results of operations could be negatively impacted.

In times of economic hardship or high unemployment, patients may decide to forgo or delay routine tests. Further, the cost of HPV testing in the U.S. is reimbursed to reference laboratories by insurance providers and health maintenance organizations. If these insurance plans decide to limit the availability of payments for our test to their members, or if pricing is negatively impacted as we experienced in 2013 and 2014 following a move towards multi-year customer agreements in light of new competitor pricing actions, it could have a significant adverse impact on our results of operations. Growth in other areas through diversification and new product launches has reduced the proportion of total net sales coming from HPV tests in the U.S.; however, we could be at risk that under-performance of the HPV line or loss of a customer could materially affect results of operations.

Reduction in research and development budgets and government funding may result in reduced sales.

Our customers include researchers at pharmaceutical and biotechnology companies, academic institutions, and government and private laboratories. Fluctuations in the research and development budgets of these organizations could have a significant adverse effect on demand for our products. Research and development budgets are affected by changes in available resources, the mergers of pharmaceutical and biotechnology companies, changes in spending priorities and institutional budgetary policies. Our results of operations could be adversely affected by any significant decrease in expenditures for life sciences research and development by pharmaceutical and biotechnology companies, academic institutions, and government and private laboratories. In addition, short-term changes in administrative, regulatory or purchasing-related procedures can create uncertainties or other impediments that can have an adverse impact on our results of operations.

In recent years, the pharmaceutical and biotechnology industries have undergone substantial restructuring and consolidation. Additional mergers or consolidation within the pharmaceutical and biotechnology industries could cause us to lose existing customers and potential future customers, which could have a material adverse impact on our results of operations.

Approximately 22% of our sales are generated from demand for our products used in the Academia customer class by researchers at universities, government laboratories and private foundations, and whose funding is dependent upon grants from government agencies, such as the NIH. Although the level of research funding has been increasing in recent years, we cannot assure you that this trend will continue given federal and state budget constraints. Government funding of research and development is subject to the political process, which is inherently unpredictable. Future sales may be adversely affected if our customers delay purchases as a result of uncertainties regarding the approval of government or industrial budget proposals. Also, government proposals to reduce or eliminate budgetary deficits have sometimes included reduced allocations to the NIH and government agencies in other countries that fund life sciences research and development activities. A reduction in government funding for the NIH or government research agencies in other countries could have a serious adverse impact on our results of operations.

Competition could reduce our sales.

We face various competitive factors against greater adoption of our products, in particular the use of “home-brew” or lab-developed methods, where widely available reagents and other chemicals are used in a non-standardized manner to perform sample and assay processing. We are also aware that a significant number of laboratory organizations and competitors are developing and using their own internally developed molecular tests. Some competitor companies may seek regulatory approvals from the U.S. Food and Drug Administration (FDA) or similar non-U.S. regulatory authorities and bring to the market alternative products that could limit the use of our products. The success of our business depends in part on the continued conversion of current users of “home brew” methods to our standardized sample and assay technologies and other products. There can be no assurance, however, as to the continued conversion of these potential customers.

We have experienced, and expect to continue to experience, increasing competition from companies that provide competitive pre-analytical solutions and also other products used by our customers. The markets for some of our products are very competitive and price sensitive. Other product suppliers may have significant advantages in terms of financial, operational, sales and marketing resources as well as experience in research and development. These companies may have developed, or could develop in the future, new technologies that compete with our products or even render our products obsolete. The development of products offering superior technology or a more cost-effective alternative to our products could have a material adverse effect on our results of operations.

We believe that customers in the market for pre-analytical sample technologies as well as for assay technologies display significant loyalty to their initial supplier of a particular product, in particular given the time and expense required by customers to properly integrate these products into their operations. As a result, it may be difficult to convert customers who have purchased products from competitors, and our competitive position may suffer if we are unable to be the first to develop and supply new products.

The time and expense needed to obtain regulatory approval and respond to changes in regulatory requirements could adversely affect our ability to commercially distribute our products and generate sales.

We and our customers operate in a highly regulated environment characterized by continuous changes in the governing regulatory framework, particularly for product approvals. Genetic research activities and products commonly referred to as “genetically engineered” (such as certain food and therapeutic products) are subject to extensive governmental regulation in most developed countries, especially in the major markets for pharmaceutical and diagnostic products such as the European Union, the U.S. and Japan. In recent years, several highly publicized scientific events (most notably in genomic research and “cloning”) have prompted intense public debates on the ethical, philosophical and religious implications of an unlimited expansion in genetic research and the use of products emerging from this research. As a result of this debate, some key countries may increase existing regulatory barriers, which could adversely affect demand for our products and prevent us from fulfilling our growth expectations. Furthermore, there can be no assurance that any future changes of applicable regulations will not require further expenditures or an alteration, suspension or liquidation of our operations in certain areas, or even in their entirety.

Changes in the existing regulations or adoption of new requirements or policies could adversely affect our ability to sell our approved products or to seek approvals for new products in other countries around the world. Sales of certain products now in development may be dependent upon us successfully conducting pre-clinical studies, clinical trials and other tasks required to gain regulatory approvals. These trials could be subject to extensive regulation by governmental authorities in the U.S., particularly the FDA, and regulatory agencies in other countries. These trials involve substantial uncertainties and could impact customer demand for our products.

In addition, certain products, especially those intended for use in *in vitro* diagnostics applications, require regulatory approvals in various countries. For example, since the European Union Directive 98/79/EC on *in vitro* diagnostic medical devices (EU-IvD-D) went into effect in 2003, all products and kits used for *in vitro* diagnostic applications must be compliant with this directive. In addition to high-risk products such as HIV testing systems (list A of Annex II of the directive) or blood glucose testing systems (list B of Annex II of the directive), nucleic acid purification products, which are used in diagnostic workflows, are affected by this regulatory framework. The major goals of this directive are to standardize diagnostic procedures within the European Union, to increase reliability of diagnostic analysis and to enhance patient safety. If we fail to obtain any required clearance or approvals, it could significantly damage our business in these markets.

Several of our key products and programs are medical devices subject to extensive regulation by the FDA under the U.S. Food, Drug and Cosmetic Act. We plan to apply for FDA clearance or approval of additional products in the future as medical devices. Regulatory agencies in other countries also have medical device approval regulations that are becoming more extensive. These regulations govern most commercial activities associated with medical devices, including indications for the use of these products as well as other aspects that include product development, testing, manufacturing, labeling, storage, record-keeping, advertising and promotion. Compliance with these regulations is expensive and time-consuming.

Each medical device that we wish to distribute commercially in the U.S. will likely require us to seek either 510(k) clearance or approval of a pre-market approval application (PMA) from the FDA prior to marketing the device for *in-vitro* diagnostic use. Clinical trials related to our regulatory submissions take years to complete and represent a significant expense. The 510(k) clearance pathway usually takes from three to 12 months, but can take longer. The PMA pathway is more costly, lengthy and uncertain, and can take from one to three years, or longer. For example, it took more than four years to receive pre-market approval from the FDA for our HPV test product for use as a test for the presence of HPV in women with equivocal Pap test results and pre-market approval for the use of our HPV test as a primary adjunctive cervical cancer screening test to be performed in combination with the Pap test for women age 30 and older. The uncertain time period required for regulatory review increases our costs to develop new products and increases the risk that we will not succeed in introducing or selling new products in the U.S.

Our cleared or approved devices, including our diagnostic tests and related equipment, are subject to numerous post-approval requirements. We are subject to inspection and marketing surveillance by the FDA to determine our compliance with regulatory requirements. If the FDA determines that we have failed to comply, it can institute a wide variety of enforcement actions, ranging from warning letters to more severe sanctions such as fines, injunctions and civil penalties, recalls or seizures of our products, operating restrictions, partial suspension or total shutdown of production, denial of our requests for 510(k) clearance or pre-market approval of product candidates, withdrawal of 510(k) clearance or pre-market approval already granted and criminal prosecution. Any enforcement action by the FDA may affect our ability to commercially distribute these products in the U.S.

Some of our products are sold for research purposes in the U.S. We do not promote these products for clinical diagnostic use, and they are labeled “For Research Use Only” (RUO) or “for molecular biology applications.” If the FDA were to disagree with our designation of a product, we could be forced to stop selling the product until appropriate regulatory clearance or approval has been obtained. Further, some of our products are used in “Laboratory-Developed Tests” (LDTs), where laboratories use our materials for assays manufactured, validated and performed in house. We do not promote these products for clinical diagnostic use.

Further, the FDA has publicly announced its intention to begin regulating lab-developed tests in a phased-in approach, but details of proposed regulations have not yet emerged. LDTs represent the majority of molecular tests currently in use in terms of volume, and our automation systems - particularly the QIAsymphony platform - are designed to accommodate the automation and validation of these tests. On the other hand, laboratories creating LDTs may use some of our materials in their tests. We do not promote these products for clinical diagnostic use, but if the FDA were to stop the use of LDTs or significantly limit their area of application, sales of some of our products in the U.S. could be adversely affected. The flexibility to handle LDTs is an advantage for our instruments, particularly the QIAsymphony automation system. On the consumables side, however, LDTs can at times create competition to our own commercially approved tests. We are pursuing a strategy of developing new content for our platforms partly by seeking regulatory approvals for new assays that incorporates approvals for these tests to run on QIAGEN instruments. We believe standardized tests that pass regulatory scrutiny and are clinically validated are highly attractive to reference laboratories and healthcare providers in our Molecular Diagnostics customer class,

and also to customers in Pharma and Academia who rely on molecular assays to research and develop new products. At this point the ultimate impact of potential new FDA policies on LDTs is uncertain.

Exchange rate fluctuations may adversely affect our business and operating results.

Because we currently market our products throughout the world, a significant portion of our business is conducted in currencies other than the U.S. dollar, our reporting currency. As a result, fluctuations in value, relative to the U.S. dollar, of the currencies in which we conduct our business have caused and will continue to cause foreign currency transaction gains and losses. Foreign currency transaction gains and losses arising from normal business operations are charged against earnings in the period when incurred. Due to the number of currencies involved, the variability of currency exposures and the potential volatility of currency exchange rates, we cannot predict the effects of future exchange rate fluctuations. While we may engage in foreign exchange hedging transactions to manage our foreign currency exposure, there can be no assurance that our hedging strategy will adequately protect our operating results from the effects of future exchange rate fluctuations.

We rely on collaborative commercial relationships to develop some of our products.

Our long-term business strategy involves entering into strategic alliances as well as marketing and distribution arrangements with academic, corporate and other partners relating to the development, commercialization, marketing and distribution of certain of our existing and potential products. We may be unable to continue to negotiate these collaborative arrangements on acceptable terms, and these relationships also may not be scientifically or commercially successful. In addition, we may be unable to maintain these relationships, and our collaborative partners may pursue or develop competing products or technologies, either on their own or in collaboration with others.

For example, our Personalized Healthcare business includes projects with pharmaceutical and biotechnology companies to co-develop companion diagnostics paired with drugs that those companies either market currently or are developing for future use. The success of these co-development programs, including regulatory approvals for the companion diagnostics, depends upon the continued commitment of our partners to the development of those drugs, the outcome of clinical trials for the drugs and diagnostics, and regulatory approvals of the paired diagnostic tests and drugs. In addition, the future level of sales for companion diagnostics that we bring to market depends to a high degree on the commercial success of the related medicines for which the tests have been designed to be used for determining their use in patients. More companion diagnostics would be sold in combination with a widely prescribed drug than a drug with limited use. Hence, the future success of these diagnostics depends on our Pharma partners' commercialization actions and success.

Some of our customers are requiring us to change our sales arrangements to lower their costs, and this may limit our pricing flexibility and harm our business.

Some of our customers have developed purchasing initiatives to reduce the number of vendors from which they purchase products to lower their supply costs. In some cases, these customers have established agreements with large distributors, which include discounts and direct involvement in the distributor’s purchasing process. These activities may force us to supply large distributors with our products at discounts in order to continue providing products to some customers. For similar reasons, many larger customers, including the U.S. government, have requested, and may request in the future, special pricing arrangements, which can include blanket purchase agreements. These agreements may limit our pricing flexibility, which could harm our business and affect our results of operations. For a limited number of customers, and at the customer’s request, we have conducted sales transactions through third-party online intermediaries to whom we are required to pay commissions. If sales grow through these intermediaries, it could have an adverse impact on our results of operations, particularly a negative impact on our gross profit.

Our global operations may be affected by actions of governments, global or regional economic developments, weather or transportation delays, natural disasters or other force majeure events (collectively, unforeseen events) which may negatively impact our suppliers, our customers or us.

Our business involves operations around the world. Our consumable manufacturing facilities are located in Germany, China, France, the United Kingdom and the U.S. We have established sales subsidiaries in numerous countries and our products are sold through independent distributors serving more than 40 additional countries. Our facilities may be harmed by unforeseen events, and in the event we or our customers are affected by a disaster, we may experience delays or reductions in sales or production, or increased costs, or may be required to identify alternate suppliers or rely on third-party manufacturers.

To the extent that our suppliers are impacted by a natural disaster or other disruption, we may experience periods of reduced production. Any unexpected interruptions in our production capabilities may lead to delayed or lost sales and may adversely affect our results of operations for the affected period.

In addition, to the extent we temporarily shut down any facility following such an unforeseen event, we may experience disruptions in our ability to ship products to customers or otherwise operate our business. While our global operations give us

the ability to ship product from alternative sites, we may not be able to do so because our customers' facilities are shutdown or the local logistics infrastructure is not functioning, and our sales will suffer.

Damage to our property due to unforeseen events and the disruption of our business from casualties may be covered by insurance, but this insurance may not be sufficient to cover all of our potential losses and such insurance may not continue to be available to us on acceptable terms, or at all. In addition, we may incur incremental costs following an unforeseen event which will reduce profits and adversely affect our results of operations.

We depend on suppliers for materials used to manufacture our products, and if shipments from these suppliers are delayed or interrupted, we may be unable to manufacture our products.

We buy materials to create our products from a number of suppliers and are not dependent on any one supplier or group of suppliers for our business as a whole. However, key components of certain products, including certain instrumentation components and chemicals, are available only from a single source. If supplies from these vendors are delayed or interrupted for any reason, we may not be able to obtain these materials timely or in sufficient quantities or qualities in order to produce certain products, and this could have an adverse impact on our results of operations.

We heavily rely on air cargo carriers and other overnight logistics services, and shipping delays or interruptions could harm our business.

Our customers in the scientific research markets typically only keep a modest inventory of our products on hand, and consequently require overnight delivery of purchases. As a result, we heavily rely on air cargo carriers and logistic suppliers. If overnight services are suspended or delayed, and other delivery carriers and logistic suppliers cannot provide satisfactory services, customers may suspend a significant amount of their work. The lack of adequate delivery alternatives would have a serious adverse impact on our results of operations.

Our success depends on the continued employment of qualified personnel, any of whom we may lose at any time.

Although we have not experienced any difficulties attracting or retaining management and scientific staff, our ability to recruit and retain qualified, skilled employees will continue to be critical to our success. Given the intense competition for experienced scientists and managers among pharmaceutical and biotechnology companies as well as academic and other research institutions, there can be no assurance that we will be able to attract and retain employees critical to our success on acceptable terms. Initiatives to expand QIAGEN will also require additional employees, including management with expertise in areas such as manufacturing and marketing, and the development of existing managers to lead a growing organization. The failure to recruit and retain qualified employees, or develop existing employees, could have a material adverse impact on our results of operations.

Our ability to accurately forecast our results during each quarter may be negatively impacted by the fact that a substantial percentage of our sales may be recorded in the final weeks or days of the quarter.

The markets we serve are typically characterized by a high percentage of purchase orders being received in the final few weeks or even days of each quarter. Although this varies from quarter to quarter, many customers make a large portion of their purchase decisions late in each quarter, in particular because it is during this period that they receive new information on both their budgets and requirements. As a result, even late in each quarter, we cannot predict with certainty whether our sales forecasts for the quarter will be achieved.

Historically, we have been able to rely on the overall pattern of customer purchase orders during prior periods to project with reasonable accuracy our anticipated sales for the current or coming quarters. However, if customer purchasing trends during a quarter vary from historical patterns as may occur with changes in market conditions, our quarterly financial results could deviate significantly from our projections. As a result, our sales forecasts for any given quarter may prove not to have been accurate. We also may not have sufficient, timely information to confirm or revise our sales projections for a specific quarter. If we fail to achieve our forecasted sales for a particular quarter, the value of our Common Shares could be adversely affected.

Changes in tax laws or their application could adversely affect our results of operations or financial flexibility.

Changes in tax laws or their application with respect to matters such as changes in tax rates, transfer pricing and income allocation, utilization of tax loss carry forwards, intercompany dividends, controlled corporations, and limitations on tax relief allowed on the interest on intercompany debt, and changes to tax credit mechanisms, could increase our effective tax rate and adversely affect our results of operations and limit our ability to repurchase our Common Shares without experiencing adverse tax consequences. Additionally, changes in other laws, such as the U.S. health care reform legislation that was signed into law in the U.S. in 2010, may subject us to additional excise taxes. The increased tax burden as a result of changes in law may adversely affect our results of operations.

We have a significant amount of debt that may adversely affect our financial condition and flexibility.

We have a significant amount of debt and debt service obligations as well as restrictive covenants imposed on us by our lenders. A high level of indebtedness increases the risk that we may default on our debt obligations and restrictive covenants may prevent us from borrowing additional funds. We cannot assure you that we will be able to generate sufficient cash flow to pay the interest on our debt and comply with our debt covenants or that future working capital, borrowings or equity financing will be available to repay or refinance our debt. If we are unable to generate sufficient cash flow to pay the interest on our debt and comply with our debt covenants, we may have to delay or curtail our research and development programs. The level of our indebtedness could, among other things:

- make it difficult for us to make required payments on our debt;
- make it difficult for us to obtain any financing in the future necessary for working capital, capital expenditures, debt service requirements or other purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete; and
- make us more vulnerable in the event of a downturn in our business.

Our business may require substantial additional capital, which we may not be able to obtain on terms acceptable to us, if at all.

Our future capital requirements and level of expenses will depend upon numerous factors, including the costs associated with:

- marketing, sales and customer support efforts;
- research and development activities;
- expansion of our facilities;
- consummation of possible future acquisitions of technologies, products or businesses;
- demand for our products and services; and
- repayment or refinancing of debt.

We currently anticipate that our short-term capital requirements will be satisfied by cash flow from our operations. As of December 31, 2014, we had outstanding long-term debt of approximately $1.2 billion, of which $131.1 million was current. Furthermore, as of December 31, 2014, we had capital lease obligations, including the current portion, of $5.1 million, that expire in various years through 2018. We may need to refinance all or part of these liabilities before or at their contractual maturities.

We currently do not foresee that this will happen, but if at some point in time our existing resources should be insufficient to fund our activities, we may need to raise funds through public or private debt or equity financings. The funds for the refinancing of existing liabilities or for the ongoing funding of our business may not be available or, if available, not on terms acceptable to us. If adequate funds are not available, we may be required to reduce or delay expenditures for research and development, production, marketing, capital expenditures and/or acquisitions, which could have a material adverse effect on our business and results of operations. To the extent that additional capital is raised through the sale of equity or convertible securities, the issuance of any securities could result in dilution to our shareholders.

The accounting for the Cash Convertible Notes will result in recognition of interest expense significantly greater than the stated interest rate of the notes and may result in volatility to our Consolidated Statements of Operations.

We will settle any conversions of the Cash Convertible Notes entirely in cash. Accordingly, the conversion option that is part of the Cash Convertible Notes will be accounted for as a derivative pursuant to accounting standards relating to derivative instruments and hedging activities. Refer to Note 13, “Derivatives and Hedging” and Note 15 "Lines of Credit and Debt," of the Notes to Consolidated Financial Statements. In general, this resulted in an initial valuation of the conversion option separate from the debt component of the Cash Convertible Notes, resulting in an original issue discount. The original issue discount will be accreted to interest expense over the term of the Cash Convertible Notes, which will result in an effective interest rate reported in our financial statements significantly in excess of the stated coupon rates of the Cash Convertible Notes. This accounting treatment will reduce our earnings. For each financial statement period after the issuance of the Cash Convertible Notes, a gain (or loss) will be reported in our financial statements to the extent the valuation of the conversion option changes from the previous period. The Call Options will also be accounted for as derivative instruments, substantially offsetting the gain (or loss) associated with changes to the valuation of the conversion option. This may result in increased volatility to our results of operations.

The cash convertible note hedge and warrant transactions we entered into in connection with the issuance of our Cash Convertible Notes may not provide the benefits we anticipate, and may have a dilutive effect on our common stock.

Concurrently with the issuance of the Cash Convertible Notes, we entered into Call Options and issued Warrants. We entered into the Call Options with the expectation that they would offset potential cash payments by us in excess of the principal

amount of the Cash Convertible Notes upon conversion of the Cash Convertible Notes. In the event that the hedge counterparties fail to deliver potential cash payments to us, as required under the Call Options, we would not receive the benefit of such transaction. Separately, we also issued Warrants. The Warrants could separately have a dilutive effect to the extent that the market price per share of our common stock, as measured under the terms of the Warrants, exceeds the strike price of the Warrants.

An impairment of goodwill and intangible assets could reduce our earnings.

At December 31, 2014, our consolidated balance sheet reflected approximately $1.9 billion of goodwill and approximately $726.9 million of intangible assets. Goodwill is recorded when the purchase price of a business exceeds the fair value of the tangible and separately measurable intangible net assets. U.S. generally accepted accounting principles (U.S. GAAP) requires us to test goodwill for impairment on an annual basis or when events or circumstances occur indicating that goodwill might be impaired. Long-lived assets, such as intangible assets with finite useful lives, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The impairment review often cannot be done at the level of the individual asset and it must instead be applied to a group of assets. For the purpose of our annual goodwill impairment testing based on the current circumstances of how we manage our business, this group of assets is the Company as a whole. If we determine that any of our goodwill or intangible assets were impaired, we will be required to take an immediate charge to earnings and our results of operations could be adversely affected.

Our strategic equity investments may result in losses.

We have made, and may continue to make, strategic investments in businesses as opportunities arise. We periodically review the carrying value of these investments for impairment, considering factors that include the most recent stock transactions, book values from the most recent financial statements, and forecasts and expectations of the investee. The results of these valuations may fluctuate due to market conditions and other conditions over which we have no control.

Estimating the fair value of non-marketable equity investments in life science companies is inherently subjective. If actual events differ from our assumptions and other than temporary unfavorable fluctuations in the valuations of the investments are indicated, we could be required to write-down the investment. This could result in future charges on our earnings that could materially adversely affect our results of operations. It is uncertain whether or not we will realize any long-term benefits from these strategic investments.

Doing business internationally creates certain risks.

Our business involves operations in several countries outside of the U.S. Our consumable manufacturing facilities are located in Germany, China, France, the United Kingdom and the U.S. We source raw materials and subcomponents to manufacture our products from different countries. We have established sales subsidiaries in numerous countries including the U.S., Germany, Japan, the United Kingdom, France, Switzerland, Australia, Canada, the Netherlands, Sweden, Italy, Hong Kong, Singapore, Turkey, South Korea, Taiwan, Malaysia, China, Spain, Brazil, Mexico and India. In addition, our products are sold through independent distributors serving more than 40 other countries. Conducting and launching operations on an international scale requires close coordination of activities across multiple jurisdictions and time zones and consumes significant management resources. We have invested heavily in computerized information systems in order to manage more efficiently the widely dispersed components of our operations. If we fail to coordinate and manage these activities effectively, our business and results of operations will be adversely affected.

Our operations are subject to other risks inherent in international business activities, such as general economic conditions in the countries in which we operate, longer accounts receivable payment cycles in certain countries, overlap of different tax structures, unexpected changes in regulatory requirements, and compliance with a variety of foreign laws and regulations. Other risks associated with international operations include import and export licensing requirements, trade restrictions, exchange controls and changes in tariff and freight rates, as may occur as a result of rising energy costs. As a result of these conditions, an inability to successfully manage our international operations could have a material adverse impact on our business and results of operations.

Our business in countries with a history of corruption and transactions with foreign governments increase the risks associated with our international activities.

Based on our international operations, we are subject to the U.S. Foreign Corrupt Practices Act (FCPA) the U.K. Bribery Act and other laws that prohibit improper payments or offers of payments to foreign governments and their officials and political parties by business entities for the purpose of obtaining or retaining business. We have operations, agreements with third parties and make sales in countries known to experience corruption. Further international expansion may involve increased exposure to such practices. Our activities in these countries create the risk of unauthorized payments or offers of payments by one of our employees, consultants, sales agents or distributors that could be in violation of various laws, including the FCPA, even though these parties are not always subject to our control. It is our policy to implement safeguards to discourage these practices by our employees and distributors including online and in-person employee trainings, periodic internal audits and standard reviews of

our distributors. However, our existing safeguards and any future improvements may not prove to be effective, and our employees, consultants, sales agents or distributors may engage in conduct for which we might be held responsible. Violations of the FCPA and other laws may result in criminal or civil sanctions, which could be severe, and we may be subject to other liabilities, which could negatively affect our business, results of operations and financial condition.

We have made investments in and are expanding our business into emerging markets, which exposes us to risks.

Our top seven emerging markets are Brazil, Russia, India, China, South Korea, Mexico and Turkey, which together accounted for approximately 14% of total sales in 2014, and we expect to continue to focus on expanding our business in these or other fast-growing markets. In addition to the currency and international operation risks described above, our international operations are subject to a variety of risks that include those arising out of the economy, political outlook and language and cultural barriers in countries where we have operations or do business. In many of these emerging markets, we may be faced with several risks that are more significant than in other countries in which we have a history of doing business. These risks include economies that may be dependent on only a few products and are therefore subject to significant fluctuations, weak legal systems which may affect our ability to enforce contractual rights, exchange controls, unstable governments, and privatization or other government actions affecting the flow of goods and currency. In conducting our business, we move products from one country to another and may provide services in one country from a subsidiary located in another country. Accordingly, we are vulnerable to abrupt changes in customs and tax regimes that could have significant negative impacts on our results of operations.

We are subject to privacy and data security laws and rely on secure communication and information systems which, in the event of a breach or failure, expose us to risks.

We rely heavily on communications and information systems to conduct our business. In the ordinary course of business, we collect and store sensitive data, including intellectual property, our proprietary business information and that of our customers, suppliers and business partners, and personally identifiable information of our customers and employees, in our data centers and on our networks. Our operations rely on the secure processing, storage and transmission of confidential and other information on our computer systems and networks. A breach in cyber security due to gaining unauthorized access to our computer systems could include the misappropriation of assets or sensitive information, the corruption data or other operational disruption. Failures to our computer systems and networks could be caused by internal or external events, such as incursions by intruders or hackers, computer viruses, failures in hardware or software, or cyber terrorists. If we do experience a breach or failure of our systems, we could experience operational delays resulting from the disruption of systems, loss due to theft or misappropriation of assets or data, or negative impacts from the loss of confidential data or intellectual property. We may fae significant liability in the event any of the personal information we maintain is lost or otherwise subject to misuse or other wrongful use, access or disclosure. Further, we could experience negative publicity resulting in reputation of brand damage with customers or partners.

Additionally, we are subject to privacy and data security laws, including those relating to the storage of health information, which are complex, overlapping and rapidly evolving. As our activities continue to evolve and expand, we may be subject to additional laws which impose further restrictions on the transfer, access, use, and disclosure of health and other personal information which may impact our business either directly or indirectly. Our failure to comply with applicable privacy or security laws or significant changes in these laws could significantly impact our business and future business plans. For example, we may be subject to regulatory action or lawsuits in the event we fail to comply with applicable privacy laws.

We depend on patents and proprietary rights that may fail to protect our business.

Our success depends to a large extent on our ability to develop proprietary products and technologies and to establish and protect our patent and trademark rights in these products and technologies. As of December 31, 2014, we owned 273 issued patents in the United States, 175 issued patents in Germany and 1,037 issued patents in other major industrialized countries. In addition, at December 31, 2014, we had 935 pending patent applications, and we intend to file applications for additional patents as our products and technologies are developed. The patent positions of technology-based companies involve complex legal and factual questions and may be uncertain, and the laws governing the scope of patent coverage and the periods of enforceability of patent protection are subject to change. In addition, patent applications in the United States are maintained in secrecy until patents issue, and publication of discoveries in the scientific or patent literature tends to lag behind actual discoveries by several months. Therefore, no assurance can be given that patents will issue from any patent applications that we own or license or if patents do issue, that the claims allowed will be sufficiently broad to protect our technology. In addition, no assurance can be given that any issued patents that we own or license will not be challenged, invalidated or circumvented, or that the rights granted thereunder will provide us competitive advantages. Further, as issued patents expire, we may lose some competitive advantage as others develop competing products and as a result, we may lose revenue.

A significant portion of HPV-related intellectual property is in the public domain, while additional HPV-related intellectual property is subject to our patents some of which will begin to expire in the next few years or are licensed to us on a non-exclusive basis. As a result, other companies have developed or may develop HPV detection tests.

Certain of our products incorporate patents and technologies that are licensed from third parties and for certain products, these in-licensed patents together with other patents provide us with a competitive advantage. These licenses impose various commercialization, sublicensing and other obligations on us. Our failure to comply with these requirements could result in the conversion of the applicable license from being exclusive to non-exclusive or, in some cases, termination of the license, and as a result, we may lose some competitive advantage and experience a loss of revenue.

We also rely on trade secrets and proprietary know-how, which we seek to protect through confidentiality agreements with our employees and consultants. There can be no assurance that any confidentiality agreements that we have with our employees, consultants, outside scientific collaborators and sponsored researchers and other advisors will provide meaningful protection for our trade secrets or adequate remedies in the event of unauthorized use or disclosure of such information. There also can be no assurance that our trade secrets will not otherwise become known or be independently developed by competitors.

We currently engage in, and may continue to engage in, collaborations with academic researchers and institutions. There can be no assurance that under the terms of such collaborations, third parties will not acquire rights in certain inventions developed during the course of these collaborations.

We are subject to risks associated with patent litigation.

The biotechnology industry has been characterized by extensive litigation regarding patents and other intellectual property rights. We are aware that patents have been applied for and/or issued to third parties claiming technologies for the sample and assay technologies that are closely related to those we use. From time to time, we receive inquiries requesting confirmation that we do not infringe patents of third parties. We endeavor to follow developments in this field, and we do not believe that our technologies or products infringe any proprietary rights of third parties. However, there can be no assurance that third parties will not challenge our activities and, if so challenged, that we will prevail. In addition, the patent and proprietary rights of others could require that we alter our products or processes, pay licensing fees or cease certain activities, and there can be no assurance that we will be able to license any technologies that we may require on acceptable terms. In addition, litigation, including proceedings that may be declared by the U.S. Patent and Trademark Office or the International Trade Commission, may be necessary to respond to any assertions of infringement, enforce our patent rights and/or determine the scope and validity of our proprietary rights or those of third parties. Litigation could involve substantial cost, and there can be no assurance that we would prevail in any proceedings.

Our business exposes us to potential product liability.

The marketing and sale of our products and services for certain applications entail a potential risk of product liability. Although we are not currently subject to any material product liability claims, product liability claims may be brought against us in the future. Further, there can be no assurance that our products will not be included in unethical, illegal or inappropriate research or applications, which may in turn put us at risk of litigation. We carry product liability insurance coverage, which is limited in scope and amount. There can be no assurance that we will be able to maintain this insurance at a reasonable cost and on reasonable terms, or that this insurance will be adequate to protect us against any or all potential claims or losses.

We are subject to various laws and regulations generally applicable to businesses in the different jurisdictions in which we operate, including laws and regulations applicable to the handling and disposal of hazardous substances. The risk of accidental contamination or injury from these materials cannot be completely eliminated. In the event of such an accident, we could be held liable for any damages that result, and any such liability could have a material adverse impact on us.

Our operating results may vary significantly from period to period and this may affect the market price of our Common Shares.

Our operating results may vary significantly from quarter to quarter, and also from year to year, since they are dependent upon a broad range of factors that include demand for our products, the level and timing of customer research budgets and commercialization efforts, the timing of government funding budgets of our customers, the timing of our research and development activities and related regulatory approvals, the impact of sales and marketing expenses, the introduction of new products by us or our competitors, competitive market conditions, exchange rate fluctuations and general economic conditions. Our expense levels are based in part on our expectations as to future sales trends. As a result, sales and earnings may vary significantly from quarter to quarter or from year to year, and actual sales and earnings results in any one period will not necessarily be indicative of results to be anticipated in subsequent periods. Our results may also fail to meet or exceed the expectations of securities analysts or investors, which could cause a decline in the market price of our Common Shares.

Our holding company structure makes us dependent on the operations of our subsidiaries.

QIAGEN N.V. is incorporated under Dutch law as a public limited liability company (*naamloze vennootschap*), and is organized as a holding company. Currently, the material assets are the outstanding shares of the QIAGEN subsidiaries, intercompany receivables and other financial assets such as cash and short-term investments. As a result, QIAGEN N.V. is dependent upon payments, dividends and distributions from the subsidiaries for funds to pay operating and other expenses as

well as to pay future cash dividends or distributions, if any, to holders of our Common Shares. Dividends or distributions by subsidiaries in a currency other than the U.S. dollar may result in a loss upon a subsequent conversion into U.S. dollars.

U.S. civil liabilities may not be enforceable against us.

We are incorporated under Dutch law, and substantial portions of our assets are located outside of the U.S. In addition, certain members of our Managing and Supervisory Boards and our officers reside outside the U.S. As a result, it may be difficult for investors to effect service of process within the U.S. upon us or such other persons, or to enforce outside the U.S. any judgments obtained against such persons in U.S. courts, in any action, including actions predicated upon the civil liability provisions of U.S. securities laws.

In addition, it may be difficult for investors to enforce, in original actions brought in courts in jurisdictions located outside the U.S., rights predicated upon the U.S. securities laws. There is no treaty between the U.S. and the Netherlands for the mutual recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters. As a result, a final judgment for the payment of money rendered by any federal or state court in the U.S. based on civil liability, whether or not predicated solely upon the federal securities laws, would not be directly enforceable in the Netherlands. However, if the party in whose favor such final judgment is rendered brings a new suit in a competent court in the Netherlands, such party may submit to the Dutch court the final judgment which has been rendered in the U.S. If the Dutch court finds that the jurisdiction of the federal or state court in the U.S. has been based on grounds that are internationally acceptable and that proper legal procedures have been observed, the Dutch court will, in principle, give binding effect to the final judgment which has been rendered in the U.S. without substantive re-examination or re-litigation on the merits of the subject matter thereof, unless such judgment contravenes Dutch principles of public policy. Based on the foregoing, there can be no assurance that U.S. investors will be able to enforce against us, members of our Managing or Supervisory Boards, or officers who are residents of the Netherlands or countries other than the U.S. any judgments obtained in U.S. courts in civil and commercial matters, including judgments under the federal securities laws. In addition, there is doubt as to whether a Dutch court would impose civil liability on us, the members of our Managing or Supervisory Boards, or our officers in an original action predicated solely upon the federal securities laws of the U.S. brought in a court of competent jurisdiction in the Netherlands against us or such members or officers, respectively.

Our Common Shares may have a volatile public trading price.

The market price of our Common Shares since our initial public offering in September 1996 has increased significantly and been highly volatile. In the last two years, the price of our Common Shares has ranged from a high of $25.32 to a low of $18.30 on NASDAQ, and a high of €19.64 to a low of €13.67 on the Frankfurt Stock Exchange. In addition to overall stock market fluctuations, factors that may have a significant impact on the price of our Common Shares include:

- announcements of technological innovations or the introduction of new products by us or our competitors;
- developments in our relationships with collaborative partners;
- quarterly variations in our operating results or those of our peer companies;
- changes in government regulations, tax laws or patent laws;
- developments in patent or other intellectual property rights;
- developments in government spending budgets for life sciences-related research;
- general market conditions relating to the diagnostics, applied testing, pharmaceutical and biotechnology industries; and
- impact from foreign exchange rates.

The stock market has from time to time experienced extreme price and trading volume fluctuations that have particularly affected the market for technology-based companies. These fluctuations have not necessarily been related to the operating performance of these companies. These broad market fluctuations may adversely affect the market price of our Common Shares.

Holders of our Common Shares should not expect to receive dividend income.

We have not paid cash dividends since our inception and do not anticipate paying any cash dividends on our Common Shares for the foreseeable future. Although we do not anticipate paying any cash dividends, the distribution of any cash dividends in a currency other than the U.S. dollar will be subject to the risk of foreign currency transaction losses. Investors should not invest in our Common Shares if they are seeking dividend income; the only return that may be realized through investing in our Common Shares would be through an appreciation in the share price.

Holders of our Common Shares may not benefit from continued stock repurchase programs.

Between October 2012 and April 2013, we repurchased a total of 5.1 million of our Common Shares for an aggregate cost of $99.0 million, and between September 2013 and June 2014, we repurchased an additional 4.4 million of our Common Shares

for $100.4 million (including performance fees). In the second half of 2014, we repurchased a total of 2.1 million Common Shares for an aggregate cost of $49.1 million and we have authority to repurchase up to $50.9 million in additional Common Shares. The purpose of these repurchases has been to hold the shares in treasury in order to satisfy obligations from exchangeable debt instruments and/or employee share-based remuneration plans and thus reduce dilution to our existing Common Share holders. We may decide not to continue such programs in the future, the covenants we have with our lenders may limit our ability to use available cash to do so, and the market price of our Common Shares may make such repurchases less desirable. In any of these cases, our Common Share holders may suffer dilution from conversion of our indebtedness or issuance of shares pursuant to employee remuneration plans that would otherwise be at least partially offset by repurchased shares.

Future sales and issuances of our Common Shares could adversely affect our stock price.

Any future sale or issuance of a substantial number of our Common Shares in the public market, or any perception that a sale may occur, could adversely affect the market price of our Common Shares. Under Dutch law, a company can issue shares up to its authorized share capital provided for in its Articles of Association. Pursuant to our Articles of Association, our authorized share capital amounts to EUR 9.0 million, which is divided into 410.0 million common shares, 40.0 million financing preference shares and 450.0 million preference shares, with all shares having a EUR 0.01 par value. As of December 31, 2014, a total of approximately 232.0 million Common Shares were outstanding along with approximately 11.7 million additional shares reserved for issuance upon exercise or release of outstanding stock options and awards, of which 2.1 million were vested. A total of approximately 14.1 million Common Shares are reserved and available for issuances under our stock plans as of December 31, 2014, including the shares subject to outstanding stock options and awards. The majority of our outstanding Common Shares may be sold without restriction, except shares held by our affiliates, which are subject to certain limitations on resale. Additionally, holders of notes issued by QIAGEN Finance (Luxembourg) S.A. are entitled to convert their notes into approximately 10.1 million Common Shares, subject to adjustments in certain cases and the Warrants issued in connection with the Cash Convertible Notes Call Spread Overlay cover an aggregate of 25.8 million shares of our common stock (subject to anti-dilution adjustments under certain circumstances).

Shareholders who are United States residents could be subject to unfavorable tax treatment.

We may be classified as a “passive foreign investment company,” or a PFIC, for U.S. federal income tax purposes if certain tests are met. Our treatment as a PFIC could result in a reduction in the after-tax return to holders of Common Shares and would likely cause a reduction in the value of these shares. If we were determined to be a PFIC for U.S. federal income tax purposes, highly complex rules would apply to our U.S. shareholders. We would be considered a PFIC with respect to a U.S. shareholder if for any taxable year in which the U.S. shareholder held the Common Shares, either (i) 75% or more of our gross income for the taxable year is passive income; or (ii) the average value of our assets (during the taxable year) which produce or are held for the production of passive income is at least 50% of the average value of all assets for such year. Based on our income, assets and activities, we do not believe that we were a PFIC for U.S. federal income tax purposes for our taxable year ended December 31, 2014, and do not expect to be a PFIC for the current taxable year or any future taxable year. No assurances can be made, however, that the Internal Revenue Service will not challenge this position or that we will not subsequently become a PFIC. In countries outside the U.S., other or similar tax regimes may apply and result in unfavorable tax treatment for any dividends received.

Provisions of our Articles of Association and Dutch law and an option we have granted may make it difficult to replace or remove management and may inhibit or delay a takeover.

Our Articles of Association (Articles) provide that our shareholders may only suspend or dismiss our Managing Directors and Supervisory Directors against their wishes with a vote of two-thirds of the votes cast if such votes represent more than 50% of our issued share capital. If the proposal was made by the joint meeting of the Supervisory Board and the Managing Board, a simple majority is sufficient. The Articles also provide that if the members of our Supervisory Board and our Managing Board have been nominated by the joint meeting of the Supervisory Board and Managing Board, shareholders may only overrule this nomination with a vote of two-thirds of the votes cast if such votes represent more than 50% of our issued share capital.

Certain other provisions of our Articles allow us, under certain circumstances, to prevent a third party from obtaining a majority of the voting control of our Common Shares through the issuance of Preference Shares. Pursuant to our Articles and the resolution adopted by our General Meeting of Shareholders, our Supervisory Board is entitled to issue Preference Shares in case of an intended takeover of our company by (i) any person who alone or with one or more other persons, directly or indirectly, have acquired or given notice of an intent to acquire (beneficial) ownership of an equity stake which in aggregate equals 20% or more of our share capital then outstanding or (ii) an “adverse person” as determined by the Supervisory Board. If the Supervisory Board opposes an intended takeover and authorizes the issuance of Preference Shares, the bidder may withdraw its bid or enter into negotiations with the Managing Board and/or Supervisory Board and agree on a higher bid price for our Shares.

In 2004, we granted an option to the Stichting Preferente Aandelen QIAGEN, or the Foundation (*Stichting*), subject to the conditions described in the paragraph above, which allows the Foundation to acquire Preference Shares from us. The option enables the Foundation to acquire such number of Preference Shares as equals the number of our outstanding Common Shares at the time of the relevant exercise of the option, less one Preference Share. When exercising the option and exercising its voting rights on these Preference Shares, the Foundation must act in our interest and the interests of our stakeholders. The purpose of the Foundation option is to prevent or delay a change of control that would not be in the best interests of us and our stakeholders. An important restriction on the Foundation's ability to prevent or delay a change of control is that a public offer must be announced by a third party before it can issue (preference or other) protective shares that would enable the Foundation to exercise rights to 30% or more of the voting rights without an obligation to make a mandatory offer for all shares held by the remaining shareholders. In addition, the holding period for these shares by the Foundation is restricted to two years, and this protective stake must fall below the 30% voting rights threshold before the two-year period ends.

Note Regarding Forward-Looking Statements and Risk Factors

Our future operating results may be affected by various risk factors, many of which are beyond our control. Certain statements included in this Annual Report and the documents incorporated herein by reference may be forward-looking statements within the meaning of Section 27A of the U.S. Securities Act of 1933, as amended, and Section 21E of the U.S. Securities Exchange Act of 1934, as amended, including statements regarding potential future net sales, gross profit, net income and liquidity. These statements can be identified by the use of forward-looking terminology such as "believe," "hope," "plan," "intend," "seek," "may," "will," "could," "should," "would," "expect," "anticipate," "estimate," "continue" or other similar words. Reference is made in particular to the description of our plans and objectives for future operations, assumptions underlying such plans and objectives, and other forward-looking statements. Such statements are based on management's current expectations and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. We caution investors that there can be no assurance that actual results or business conditions will not differ materially from those projected or suggested in such forward-looking statements as a result of various factors. Factors which could cause such results to differ materially from those described in the forward-looking statements include those set forth in the risk factors below. As a result, our future success involves a high degree of risk. When considering forward-looking statements, you should keep in mind that the risk factors could cause our actual results to differ significantly from those contained in any forward-looking statement.

Item 4. Information on the Company

Description of our business

Company overview

QIAGEN is a global leader in Sample to Insight solutions that transform biological samples into valuable molecular insights. Our vision is to make improvements in life possible by enabling our customers in four broad classes - Molecular Diagnostics, Applied Testing, Pharma and Academia - to achieve outstanding success and breakthroughs using reliable and efficient Sample to Insight solutions.

Sample to Insight solutions are composed of sample and assay technologies, bioinformatics and automation systems. Our solutions support more than 500,000 customers worldwide in generating insights into the molecular building blocks of life. More than two billion biological samples have been prepared or analyzed using QIAGEN sample technologies. Our proven solutions are providing answers in hospitals and laboratories worldwide, integrated with bioinformatics to make sense of the increasing volumes and complexity of data.

Since the first sequencing of the human genome was completed in 2003, an explosion in genomic discoveries has launched what observers are calling "the Century of Biology." Dramatic acceleration in the speed of sequencing - and reduction in cost - is generating vast quantities of genomic data and new discoveries in biology. This growing knowledge of the molecular basis of life, its mechanisms and diseases is driving a revolution in research and having an impact on many areas of everyday life. QIAGEN's mission is to drive this era of discoveries and the wide-ranging practical applications these advances are spawning for the future.

QIAGEN began operations in 1986 as a pioneer in the emerging biotechnology sector, introducing a novel method that standardized and accelerated extraction and purification of nucleic acids from biological samples. As molecular biology has grown to influence many areas of life, QIAGEN has expanded to serve the full spectrum of market needs. Our sample technologies are unmatched in quality for isolating and preparing DNA (deoxyribonucleic acid), RNA (ribonucleic acid) and proteins from blood or other liquids, tissue, plants or other materials. Our assay technologies amplify, enrich and make these biomolecules visible for analysis, such as identifying the DNA of a virus or a gene mutation in a tumor. QIAGEN's industry-leading bioinformatics solutions interpret data to provide relevant, actionable insights. Our automation platforms tie these together in seamless and cost-effective molecular testing workflows - from Sample to Insight.

Net sales of $1.34 billion in 2014 were comprised of consumable kits and other revenues (87% of sales) and automated systems and instruments (13% of sales). Approximately 50% of net sales in 2014 were in Molecular Diagnostics, and the other 50% went to Life Sciences customers in the areas of Academia, Pharma and Applied Testing.

QIAGEN has grown by introducing innovative products and making strategic acquisitions that address the rapidly evolving needs of customers to transform biological samples into valuable molecular insights. We have funded our growth through internally generated funds, debt offerings and private and public sales of equity securities. QIAGEN has global shares that are listed on the NASDAQ exchange under the ticker symbol "QGEN" and on the Frankfurt Prime Standard as "QIA."

The company is registered under its commercial and legal name QIAGEN N.V. with the trade register (*kamer van koophandel*) of the Dutch region Limburg Noord under file number 12036979. QIAGEN N.V. is a public limited liability company (*naamloze vennootschap*) under Dutch law as a holding company. Our principal executive office is located at Spoorstraat 50, 5911 KJ Venlo, The Netherlands, and our telephone number is +31-77-320-8400.

As a holding company, QIAGEN conducts business through subsidiaries located throughout the world. Further information about QIAGEN can be found at *www.qiagen.com*. By referring to our website, we do not incorporate the website or any portion of the website by reference into this Annual Report.

Recent Developments

QIAGEN has achieved a number of recent strategic milestones in our business:

QIAsymphony delivered platform growth as content menu expands.

- QIAGEN achieved our 2014 goal of surpassing 1,250 cumulative placements of the flexible modular QIAsymphony platform, while significantly expanding the content menu to enhance the value of these instruments to customers worldwide. The growing installed base and expanding content menus drove our 2014 growth in consumables.
- The QIAsymphony platform serves all of our customer classes: Approximately 60% of current placements are in Molecular Diagnostics, and 40% are in the Life Sciences with Applied Testing, Pharma and Academia customers.
- In 2014, eight QIAGEN diagnostic tests running on the Rotor-Gene Q (RGQ) real-time PCR platform, a member of the QIAsymphony family, were approved by regulators in Europe and/or the United States. These included test kits for the most common healthcare-associated infections (HAIs), as well as new companion diagnostics.
- The menu for QIAsymphony RGQ also is expanding for Applied Testing customers. In 2014, our food-safety assay for detection of listeria pathogens received international certification, and two veterinary tests - for avian flu in poultry and Porcine Epidemic Diarrhea Virus in pigs - were deployed to combat costly outbreaks.
- To further expand QIAsymphony content, QIAGEN is advancing a portfolio of approximately 35 assays in development.
- Also in 2014, we added to our platforms the multi-modal, multi-analyte Modaplex system, which can analyze multiple sample types simultaneously for dozens of DNA and RNA biomarkers. This capability already is contributing to our collaborations with Pharma companies seeking efficient, reliable tools for DNA and RNA analysis.

Leadership in Personalized Healthcare gained further momentum.

- QIAGEN continues to roll out novel companion diagnostics to deliver personalized guidance on treatment options based on patients' individual genomic information. Our Personalized Healthcare pipeline is gaining momentum through new collaborations with Pharma companies, as well as the licensing of novel biomarkers.
- Among the 2014 product milestones in Personalized Healthcare:
    - European launch of the *therascreen* IDH1/2 RGQ Kit to diagnose and assess the prognoses of patients with gliomas, or tumors of the brain and spinal cord, based on proprietary biomarkers for IDH1 and IDH2 gene mutations.
    - U.S. launch of the *therascreen* KRAS RGQ PCR Kit to guide the treatment of metastatic colorectal cancer patients with Amgen's Vectibix® (panitumumab), marking the third FDA approval of a companion diagnostic from QIAGEN.
    - Approval in China of QIAGEN's *therascreen* EGFR test kit to guide treatment of patient with non-small cell lung cancer (NSCLC), the company's first companion diagnostic in China.
    - FDA submission of a premarket approval (PMA) application for a proposed new companion diagnostic paired with a drug of an undisclosed partner.
- QIAGEN is pioneering the development of "liquid biopsies" for companion diagnostics, which unlock valuable genomic insights from easily collected fluids such as blood rather than relying on tissue obtained from costly and risky surgical biopsies.

- Our *therascreen* EGFR RGQ Plasma PCR kit received CE-IVD marking in Europe as the first-ever liquid biopsy-based companion diagnostic to gain regulatory clearance for use in lung cancer patients. Co-developed with AstraZeneca PLC, this kit analyzes a genomic mutation to guide treatment of non-small cell lung cancer with AstraZeneca's IRESSA in patients for whom tissue biopsies are not available.
- The liquid biopsy initiative builds on our industry-leading technologies such as the QIAamp Circulating Nucleic Acid Kit for processing free-circulating DNA and RNA, our REPLI-g product line enabling analysis from single cells, and the new exoRNeasy kits to isolate exosomal RNA from serum/plasma samples.

Growing collaborations show QIAGEN's stature as a preferred partner to Pharma.

- As the world's leading independent developer of molecular technologies, QIAGEN is positioned as the preferred partner for pharmaceutical and biotech companies to develop and commercialize companion diagnostics paired with targeted drugs.
- In 2014 we signed six new collaborations with pharmaceutical and biotechnology companies to co-develop Personalized Healthcare products. These included three partnerships involving liquid biopsy approaches and one collaboration using a novel new multi-modal platform.
- QIAGEN's new 2014 collaborations include:
  - Astellas Pharma Inc., a framework agreement to develop companion diagnostics paired with Astellas drug candidates for cancer and other diseases, with initial focus on two oncology compounds in early clinical development.
  - AstraZeneca PLC, for a companion diagnostic to be paired with IRESSA, AstraZeneca's targeted therapy for non-small cell lung cancer (NSCLC). The test uses liquid biopsy samples, rather than surgical collection of tissue.
  - Eli Lilly and Company, to co-develop universal and modular assay panels for simultaneous analysis of DNA and RNA biomarkers targeting multiple pathways in cancer. The agreement includes tests based on QIAGEN's Modaplex analysis platform.
  - Exosome Diagnostics Inc., for first-in-class diagnostics based on analysis of exosomes to detect and monitor mutations of an undisclosed gene associated with NSCLC and other malignancies. Exosomes are tiny capsules that circulate in blood and other fluids to carry genetic instructions from cell to cell.
  - Novartis AG, a master collaboration enabling development of companion diagnostics paired with existing Novartis pharmaceutical products, as well as compounds in its drug development pipeline - our ninth framework agreement with a Pharma company for commercialization of companion diagnostics.
  - An agreement with an additional, undisclosed partner for a companion diagnostic to guide treatment of certain cancers based on liquid biopsies.

QuantiFERON-TB Gold grows briskly as world focuses on tuberculosis epidemic.

- QIAGEN's market-leading test for latent tuberculosis infection, QuantiFERON-TB Gold, continued to deliver strong growth in 2014, surpassing $100 million in sales. Our novel QuantiFERON-TB technology has become the latent TB test of choice and is displacing the century-old tuberculin skin test (TST) in screening for TB infection.
- QuantiFERON-TB Gold was introduced in China in 2014. China has an estimated 1 million reported new cases of active TB each year. According to the latest estimates, latent TB affects 18.8% of China's population, or roughly 260 million people.
- QuantiFERON-TB sales in the U.S. and Europe continue to build on conversion opportunities against the 120-year-old skin test for screening in at-risk populations.
- The World Health Organization's Post-2015 Global Tuberculosis Strategy, for the first time, calls on health authorities in over 100 low-incidence countries to screen the most at-risk populations for latent TB and provide preventive treatment. We are in a leading position to support this important initiative going forward.
- QIAGEN has begun rolling out QuantiFERON-TB Gold Plus, delivering improved clinical performance with even higher sensitivity and accuracy of results through the incorporation of novel CD8+ technology. QuantiFERON-TB Gold Plus has already received CE-IVD marking in Europe.

Industry-leading bioinformatics turn raw genomic data into actionable insights.

- QIAGEN's Bioinformatics portfolio delivered strong double-digit growth in 2014, as we continued to integrate data analysis and interpretation solutions acquired in 2013 - enabling more powerful insights and efficient workflows. Our tools turn vast amounts of genomic data into actionable insights for customers, addressing a critical bottleneck in next-generation sequencing (NGS), especially for clinical research and diagnostics.
- Building on our 2013 acquisitions of Ingenuity Systems and CLC bio, in 2014 we expanded and integrated the capabilities

of our Ingenuity Variant Analysis and CLC Cancer Research Workbench solutions for analysis, interpretation and reporting of complex data generated on any NGS platform. Thousands of researchers have uploaded results from more than 300,000 samples using QIAGEN Bioinformatics solutions, further expanding our deep Ingenuity Knowledge Base, the leading resource available for genomic interpretation.

- We also expanded GeneGlobe, our web-based solution that matches researchers' needs with PCR and NGS assay and panels, to integrate interpretation using Ingenuity Target Explorer - accelerating experiment design, assay selection and data analysis.
- In 2014 we acquired additional content including the BIOBASE Human Gene Mutation Database (HGMD), widely used in human genetics research, diagnostics and personal genomics to provide information on human inherited disease mutations. We have integrated HGMD with Ingenuity Variant Analysis.
- CLC Cancer Research Workbench has been expanded to detect copy number variations (CNVs) and variants from RNA-seq data. QIAGEN also demonstrated the first "FastQ-to-insight solution," a new plug-in for Ingenuity Variant Analysis allowing users to identify and interpret somatic cancer driver mutations.
- QIAGEN solutions continue to draw attention, such as the selection of Ingenuity Variant Analysis by Genomics England, a U.K. collaboration to sequence 100,000 whole genomes and mine the information for insights into diseases and treatments.

Innovative solutions for next-generation sequencing expand QIAGEN's presence.

- QIAGEN took important steps in 2014 to advance our strategic initiative to create an industry-leading portfolio of sample and assay solutions to drive the growth of next-generation sequencing (NGS) in clinical research and diagnostics in the years ahead.
- Our sample technologies are respected among NGS researchers as the industry's leading products for sample extraction and purification, such as handling tumor samples and single-cell procedures. Reliable sample prep is essential to achieving high-quality results, and our "universal" products are designed to be compatible with any sequencer.
- In 2014 we launched a portfolio of 14 GeneRead DNAseq V2 gene assay panels for use in cancer-related research, providing targeted enrichment of clinically relevant genomic targets - again, compatible with any NGS platform.
- We acquired the enzyme solutions business of Enzymatics, a U.S. company whose products are used in an estimated 80% of all next-generation sequencing workflows. We also entered a strategic partnership with ArcherDX for technology and distribution rights for proprietary products to support the use of NGS in Personalized Healthcare for oncology patients.
- Development of our Sample to Insight NGS workflow with the GeneReader benchtop NGS sequencer also is progressing, with launch expected in the second half of 2015.

Our Products

QIAGEN leverages our leadership in Sample to Insight molecular technologies across a wide range of applications and customer classes through more than 500 core consumable products (sample and assay "kits"), as well as instruments that automate the use of these products for sample preparation, analysis and interpretation. Our bioinformatics solutions connect laboratory workflows and process extensive amounts of genomic data, enabling scientists or clinicians to interpret results and decide on further action.

QIAGEN's diverse revenue streams can be seen in two main categories: consumables and related revenue, and automation platforms and instruments.

Consumables and related revenues

Consumable products, accounting for approximately 79%-85% of our net sales, typically are sample technologies containing tools and ingredients to extract and purify molecules of interest from biological samples or assay technologies that make the information contained in these genomic molecules available for analysis and interpretation. To maximize customer convenience and reduce user error, these kits contain all necessary reagents and buffers and a manual of protocols and background information.

Reliability, standardization, ease of use and cost-effectiveness are key to the success of commercial products in molecular testing laboratories. QIAGEN sample technologies ensure that a biological sample is processed in a highly reproducible, standardized method with the highest level of quality to allow accurate analysis. Our assay technologies are tailor-made, with each kit including reagents to enable customers to target molecules of interest for detection on platforms such as polymerase chain reaction (PCR) or next-generation sequencing (NGS). Each kit is sufficient to support a number of applications, varying from kits containing a single application to kits containing more than 1,000 applications per kit.

Our sample technologies are used to isolate, purify and stabilize nucleic acids and proteins. Applications include plasmid DNA purification, RNA purification and stabilization, genomic and viral nucleic acid purification, DNA cleanup after PCR and sequencing, and library preparation for sequencing. Our assay technologies enable detection of specific or open molecular

targets. Applications include open, general purpose PCR reagents or kits for the specific detection of viral or bacterial pathogens and parasites in humans and animals, pharmacogenomic testing and genotyping, as well as a growing portfolio of gene panels enabling next-generation sequencing to identify genetic mutations relevant to clinical or research targets in diseases such as cancer.

Related revenues, accounting for approximately 1%-8% of our net sales, include bioinformatics solutions, including the Ingenuity and CLC software portfolios acquired in 2013. QIAGEN Bioinformatics are sold as freestanding solutions and also, increasingly, integrated with QIAGEN consumables and instruments for seamless Sample to Insight workflows. Our Bioinformatics products include:

Ingenuity Variant Analysis provides researchers a powerful cloud-based platform to efficiently evaluate data generated by high-throughput NGS technologies. It quickly filters genetic variants from testing to identify those most likely to cause disease. Ingenuity solutions leverage the Ingenuity Knowledge Base, a deep repository of expertly curated biological interactions and functional annotations covering millions of relationships between proteins, genes, complexes, cells, tissues, drugs and diseases.

CLC Cancer Research Workbench, the first comprehensive, user-friendly and customizable cancer-focused informatics solution, provides scientists and clinicians tools to discover prognostic markers, identify subclonal somatic mutations, detect inherited traits, find biomarkers for drug response, and determine new oncogenes. All results can be filtered, visualized and compared with relevant databases.

GeneGlobe, our web-based portal that enables researchers to search and select from more than 31 million pre-designed and custom PCR assay kits and NGS assay panels, includes genome-wide solutions for 28 species with any gene or pathway of interest.

Related revenues also include royalties, milestone payments from co-development agreements with pharmaceutical companies, payments from technology licenses and patent sales, and custom services, such as whole genome amplification services, DNA sequencing, and non-cGMP DNA production on a contract basis.

Automation platforms and instruments

Our instrumentation systems, contributing approximately 12%-14% of net sales together with related services and contracts, automate the use of consumables into efficient workflows for a broad range of laboratory needs.

QIAGEN platforms are designed to carry our customers from Sample to Insight - handling and preparation of biological samples, analysis using sequencing technologies, all the way to interpretation that delivers valuable insights. These instruments enable laboratories to perform reliable and reproducible processes, including nucleic acid sample preparation, assay setup, target detection, and interpretation of genomic information.

Among the automation platforms that contribute to QIAGEN’s business:

QIAsymphony is an easy-to-use modular system that has launched a new era of integrated workflow consolidation and laboratory automation, making workflows more efficient and helping to disseminate standardized, clinically proven molecular diagnostics. Our fully integrated QIAsymphony RGQ, launched in 2010, includes three modules - QIAsymphony SP for sample preparation, QIAsymphony AS for assay setup, and our real-time PCR platform Rotor-Gene Q. In 2014 our installed base increased to more than 1,250 QIAsymphony systems worldwide, nearly three times the number in place at the end of 2010. The platform offers many features to enhance workflows, such as continuous loading, random access, and the ability to process an almost unlimited range of sample types. QIAsymphony has the broadest content menu in its category in Europe and other markets, and QIAGEN is developing a wide range of regulator-approved assays to add value for customers around the world.

EZ1 Advanced XL performs automated nucleic acid purification for a wide range of sample types relevant for molecular diagnostics, human identity testing, forensics, biomedical research, and gene expression analysis.

QIAcube is an award-winning sample processing instrument that incorporates novel and proprietary technologies allowing users to fully automate the use of almost all QIAGEN technologies originally designed for manual processing of samples.

QIAcube HT enables automated mid- to high-throughput nucleic acid purification in 96-well format using silica membrane technology. Users can quickly and easily purify DNA, RNA, and miRNA from almost any type of sample — including cells, tissues, and food material, as well as from bacteria and viruses in animal samples.

Rotor-Gene Q, the world's first rotary real-time PCR cycler system, uses real-time PCR reactions to make sequences of DNA and RNA visible through amplification and quantifiable. It is an integral component of the QIAsymphony RGQ system.

PyroMark is a high-resolution detection platform with Pyrosequencing technology that enables real-time analysis and

quantification of genetic mutations and DNA methylation patterns. This technology can be of great value, as it allows users to identify previously unknown mutations or variations, run multiplex analysis for genetic and pathogen detection, or conduct epigenetic research.

QIAgility is a compact benchtop instrument that enables rapid, high-precision PCR setup. The unmatched versatility of the QIAgility means that almost all tube and plate formats are supported, as well as Rotor-Discs for the Rotor-Gene Q.

QIAxcel replaces traditional slab-gel analysis, eliminating time-consuming nucleic acid separation methods in low- to high-throughput laboratories. QIAxcel offers unprecedented sensitivity and time-to-results for analysis of DNA fragments and RNA.

ESEQuant Tube Scanners enable Point of Need testing in healthcare and other applications. These portable, battery-operated optical measurement devices permit low-throughput molecular testing in physician practices, emergency rooms, remote areas, and other settings with limited or delayed access to laboratory infrastructure.

Customers

From the early days of the biotechnology revolution, QIAGEN believed that innovative technologies for the preparation of samples and the analysis of nucleic acids would play an increasingly important role in cutting-edge biology - and that information extracted from DNA and RNA would be increasingly valuable in research, industry and healthcare.

With a growing portfolio of innovative products for molecular testing, we have built deep customer relationships across the life science value chain. Discoveries often surface in universities and research institutes and are published, then find resources for development by pharmaceutical and biotech companies, and finally move into widespread commercial use in healthcare and other areas of life. We sell to four major customer classes:

- **Molecular Diagnostics** - healthcare providers engaged in patient care including Prevention, Profiling of diseases, Personalized Healthcare and Point of Need testing
- **Applied Testing** - government or industry customers using molecular technologies in fields such as forensics, veterinary diagnostics and food safety testing
- **Pharma** - pharmaceutical and biotechnology companies using molecular testing to support drug discovery, translational medicine and clinical development efforts
- **Academia** - researchers exploring the secrets of life such as disease mechanisms and pathways, in some cases translating findings into drug targets or other products

Molecular Diagnostics

The ability of advanced diagnostic technologies to unlock molecular information for patients is changing the practice of medicine, while creating a large and growing market for nucleic acid sample preparation, assay technologies and bioinformatics in clinical care. The dissemination of PCR and other amplification technologies has brought molecular diagnostics into routine use in human healthcare around the world, and next-generation sequencing (NGS) is in the early days of further transforming healthcare.

Technologies for molecular diagnostics enable clinicians and labs to identify and profile microorganisms, cancer cells, bacteria and viruses by searching for their specific nucleic acid sequences or to characterize newly discovered genomic sequences related to diseases. Commercial applications are multiplying as researchers identify new biological markers for disease and develop novel technologies to decipher these diagnostic clues.

The molecular diagnostics market, with total sales estimated by industry experts at $5-6 billion in 2014, is a fraction of the global *in vitro* diagnostics market but is expanding at a compound annual growth rate estimated in the high single-digits or low double-digits. Given the advantages of precise genetic information over traditional tests, QIAGEN expects the healthcare market to continue to provide significant growth opportunities.

QIAGEN's growth among Molecular Diagnostics customers results from targeting four strategies for fighting disease:

Prevention - using advanced technologies to screen non-symptomatic patients as a preventive strategy, such as testing women for HPV to protect from cervical cancer or screening patients for latent TB infection to guard against active TB disease.

Profiling - testing symptomatic patients to profile the precise type of disease, for example screening to differentiate viral or bacterial infections involved in blood-borne diseases and healthcare-associated infections. Profiling tests are particularly useful in at-risk patient groups, such as organ transplant patients.

Personalized Healthcare - using molecular tests to guide the selection of therapies, including landmark QIAGEN companion diagnostics for testing the mutation status of genes such as KRAS, EGFR, BRAF and others that influence the

effectiveness and safety profile of novel medicines for treatment of cancers and other diseases.

Point of Need - enabling on-site diagnosis in physician practices, emergency rooms, remote field areas, and other settings where a laboratory infrastructure is not accessible and fast turnaround is required.

QIAGEN offers one of the broadest portfolios of molecular technologies for healthcare. Success in Molecular Diagnostics depends on the ability to accurately analyze purified nucleic acid samples from sources such as blood, tissue, body fluids and stool, on automated systems that can process these samples very reliably and efficiently, often handling hundreds of samples concurrently. Other key factors are the range of assays for various diseases and biomarkers, convenience and ease of laboratory workflow, and reliability and standardization of lab procedures.

In Prevention, our early-warning QuantiFERON®-TB Gold test is leading the industry in screening to support tuberculosis control. The world faces an epidemic of tuberculosis (TB) that sickens approximately 9 million people a year, causing 1.5 million deaths. The World Health Organization (WHO) estimates one-third of the global population is infected with tuberculosis but with no symptoms of active disease, a condition known as latent TB. About 5-10% of patients with latent TB are at risk of eventually developing active, contagious TB disease. QuantiFERON-TB Gold accurately detects latent TB as a strategy to enable treatment and to prevent active disease in vulnerable populations, such as immunocompromised persons. In 2014 the WHO post-2015 Global Tuberculosis Strategy recommended, for the first time, screening for latent TB infection and treating those who test positive in more than 100 low-incidence countries. The potential global market for latent TB detection is estimated at up to $1 billion.

QIAGEN also is the global leader in screening technologies for HPV, a viral infection that is the primary cause of cervical cancer, which kills about 270,000 women a year worldwide. Our market-leading “gold standard” *digene* HC2 HPV Test and our emerging *care*HPV Test for use in low-resource regions of the world are important Prevention tests. In the United States, *digene* HC2 leads the HPV test market amid vigorous competition that has caused prices to decline. In Europe and the rest of the world, the HPV market is growing based on clinical evidence and policy initiatives for fighting cervical cancer.

In Profiling, we offer an extensive range of kits for diagnosing infectious diseases, and are expanding this portfolio by seeking regulatory approvals of new tests in additional markets. In 2014 we achieved U.S. and European approvals for new kits in our *artus*® line of diagnostic assays for healthcare-associated infections such as *Clostridium difficile*, vancomycin-resistant bacteria and methicillin-resistant *Staphylococcus aureus* (MRSA). QIAGEN also introduced the *artus*® CMV RGQ MDx Kit following U.S. regulatory approval for quantifying viral loads of life-threatening cytomegalovirus (CMV) in organ transplant patients. A key element of our global content expansion is to offer these assay technologies on the QIAsymphony automation platform.

QIAGEN has contributed to fighting the current Ebola outbreak in West Africa with our diagnostic and research tools, providing industry-leading sample prep kits, partnering with research institutes and non-governmental organizations, and providing global distribution of an assay developed by our partner altona Diagnostics, the RealStar Ebolavirus RT-PCR Kit 1.0, which the FDA authorized for emergency use.

QIAGEN's test portfolio for personalized healthcare applications covers a broad range of technologies and biomarkers. The product offering includes regulatory approved companion diagnostics for oncogenes such as KRAS and EGFR, as well as comprehensive gene panels for research applications in next-generation sequencing. QIAGEN introduced several new companion diagnostics in 2014 to enable selection of patients for particular therapies based on their individual genomic information. Included were test kits in our *therascreen*® line for IDH1/2 gene mutations in brain cancer in Europe, KRAS mutations paired with an additional drug for colorectal cancer in the U.S., and EGFR mutations in non-small cell lung cancer in China. A key element of our global expansion in Personalized Healthcare is the ability of laboratories to efficiently use these assay technologies on our QIAsymphony platform.

QIAGEN has more than 20 Personalized Healthcare projects underway to co-develop and market companion diagnostics with leading pharmaceutical and biotechnology companies. We added six new collaborations in 2014, including Astellas Pharma, AstraZeneca, Eli Lilly, Exosome Diagnostics, Novartis and one other company, in addition to licensing novel biomarkers for our development pipeline.

We market a range of automation systems for low-, medium-, and high-throughput nucleic acid sample processing, assay setup and analysis in laboratories performing molecular diagnostics. The flagship platform is QIAsymphony, based on its unique characteristics. Nucleic acid samples purified on our instruments are ready for use in the demanding and sensitive downstream assays performed in molecular diagnostic applications. We market assays directly to end customers via QIAGEN's sales channels, and selected assays through major diagnostic partners with complementary customer groups or other agreements with companies to broaden the distribution of our products.

Applied Testing

Use of molecular technologies is growing in more and more areas of life as industry and government organizations apply standardized sample preparation and assay solutions to diverse needs. Applied Testing is our term for applications outside of

human healthcare and research - such as human identification and forensics, food and water safety, and veterinary testing. The value of genetic “fingerprinting” has been shown for criminal investigations or clarification of paternity or ancestry, public policy compliance for food safety and genetically modified organisms (GMOs) and containment of diseases in commercial livestock. Molecular testing can be performed by well-trained researchers in fully equipped laboratories, and increasingly also by less-trained personnel provided with easy-to-use, reproducible and standardized methods for Point of Need testing.

Pharma

QIAGEN has deep relationships with pharmaceutical and biotechnology companies. Drug discovery and translational research efforts increasingly employ genomic information, both to guide research in diseases and to differentiate patient populations most likely to respond to particular therapies. We estimate that about half of QIAGEN sales in this customer class support research, while the other half supports clinical development, including stratification of patient populations based on genetic information. QIAGEN's bioinformatics solutions, including the GeneGlobe portal, Ingenuity Variant Analysis and CLC Cancer Research Workbench informatics products, also are widely used by scientists to guide their pharmaceutical research.

As new drugs are commercialized, testing technologies developed in parallel with those therapies can move from Pharma R&D into the healthcare market as companion diagnostics, which QIAGEN markets in our Molecular Diagnostics customer class. Healthcare professionals use companion diagnostics to test for specific genetic biomarkers that help determine the safety and efficacy profiles of drugs in individual patients, achieving the best possible therapeutic results and avoiding unnecessary treatments. A wave of newly discovered biomarkers and companion diagnostics has begun to transform the treatment of an increasing number of diseases.

In addition to the broad portfolio of molecular technologies, QIAGEN brings to the Pharma market a full infrastructure for co-development programs, intellectual property on platforms and content, extensive regulatory experience, global marketing reach, and independence as a company focusing exclusively on these types of technologies.

Academia

QIAGEN provides Sample to Insight technologies to leading research institutions around the world. While many academic laboratories continue to use manual, labor-intensive methods for nucleic acid separation and purification, QIAGEN has focused on enabling labs to replace time-consuming traditional methods with reliable, fast, highly reproducible, and high-quality nucleic acid extraction and purification technologies. QIAGEN often partners with leading institutions in research projects.

As academic institutions increasingly embrace translational research, bridging from discoveries to practical applications in medicine, our relationships in Academia also support our presence in the Molecular Diagnostics and Pharma customer classes. Research in university settings often helps in the development of specific technologies for targeted biomolecules, and academic research also can result in scientific publications that validate the usefulness of QIAGEN technologies for specific applications.

Global Presence by Geographic Market

QIAGEN currently markets products in more than 100 countries. The following table shows total revenue by geographic market for the past three years (net sales are attributed to countries based on the location of the customer, as certain subsidiaries have international distribution):

(in thousands)	2014	2013	2012
Net Sales			
Americas:			
United States	**$ 543,877**	$ 545,600	$ 538,720
Other Americas	**75,974**	80,299	57,200
Total Americas	**619,851**	625,899	595,920
Europe, Middle East and Africa	**451,092**	416,334	399,082
Asia Pacific and Rest of World	**273,834**	259,751	259,454
Total	**$ 1,344,777**	$ 1,301,984	$ 1,254,456

QIAGEN has built an increasing presence in key emerging markets as a growth strategy. The top seven emerging markets contributed approximately 14% net sales in each of 2014 and 2013. Weaker economic growth in 2014 slowed our emerging-market results, as sales showed gains in China, South Korea and Turkey, which more than offset lower sales in Russia, as well as lower sales in Mexico due to timing of national tenders. China is our third-largest geographic market by sales.

Growth Drivers

We believe the combined global market for molecular diagnostics and molecular life science research products totals

approximately $15 billion. Driving long-term growth in this industry are ongoing breakthroughs and insights into molecular biology, the emergence of next-generation sequencing (NGS), new bioinformatics to analyze and interpret molecular information, use of diagnostics to improve the quality of healthcare and reduce costs, and revenue streams made possible through consumable products.

We have grown substantially with a flexible strategy to accelerate innovation and growth by developing innovative new products, partnering with researchers and Pharma companies, and acquiring companies or technologies to complement our portfolio.

We are building momentum by continuing to focus on five growth drivers, as we did in 2014:

1. **QIAsymphony:** We are driving global adoption of the QIAsymphony automation platform, with a target of 1,500 cumulative placements by year-end 2015, and expanding the content menu of test kits for the platform. Growing QIAsymphony placements and offering a broad menu of innovative consumables together drive sales growth.
2. **Personalized Healthcare:** We continue to develop and introduce companion diagnostics to guide the treatment of cancer and other diseases, as well as innovative sample technologies to support the care of patients. We also are a leading partner for pharmaceutical companies in co-developing products for personalized medicine.
3. **QuantiFERON-TB:** The modern standard for detecting latent tuberculosis infection, our QuantiFERON-TB Gold is growing through a strategy of targeting subpopulations of at-risk patients in the United States, Europe and China (where the test launched in 2014). We have begun introducing QuantiFERON-TB Gold Plus, the latest evolution, which adds new technology to deliver even higher sensitivity and specificity in patients at greatest risk for TB infection, such as HIV-infected and other immunocompromised individuals.
4. **Bioinformatics:** Our industry-leading bioinformatics portfolio is growing rapidly as users of next-generation sequencing seek solutions to a bottleneck - handling huge amounts of genomic data. Following the acquisitions of Ingenuity and CLC bio in 2013 and BIOBASE in 2014, we are expanding the capabilities of their software solutions, adding new applications and content for knowledge bases, and integrating them with other QIAGEN products to create Sample to Insight workflows.
5. **NGS workflows:** QIAGEN is expanding our presence in next-generation sequencing, advancing a strategic initiative to drive NGS adoption in clinical research and diagnostics. We offer a portfolio of "universal" sample and assay solutions, compatible with any sequencing platform, including sample extraction and purification technologies, as well as 14 GeneRead DNAseq V2 gene panels for targeted enrichment of genomic targets. Development of a full Sample to Insight NGS workflow incorporating the GeneReader™ benchtop NGS sequencer is progressing, with launch expected in 2015.

Research and Development

We are committed to expanding our global leadership in Sample to Insight solutions for molecular testing in healthcare and the life sciences. Our strategy for managing innovation focuses on addressing the most significant unmet medical and scientific needs. We target our resources to develop the most promising technologies for use by our customers in Molecular Diagnostics, Applied Testing, Pharma and Academia - and to meet the needs of clinicians and scientists in key geographic markets.

Innovation at QIAGEN follows parallel paths:

- Creating new systems for automation of workflows - platforms for laboratories, hospitals and other users of these novel molecular technologies.
- Expanding our broad portfolio of novel "content" - including assays to detect and measure biomarkers for disease or genetic identification.
- Integrating bioinformatics with the testing process - software and cloud-based resources to interpret and transform raw molecular data into useful insights.

Our research and development investments are among the highest in our industry. More than 950 employees in research and development work in nine QIAGEN centers of excellence on three continents. Our comprehensive intellectual property portfolio spans more than 1,400 granted patents and more than 900 pending applications.

Innovations in instrumentation are strengthening our leadership in the automation of laboratories, driving dissemination of molecular testing in healthcare and other fields, and generating increased demand for our consumable products. We continue to extend our modular QIAsymphony platform, enabling hospitals and other customers to adopt or greatly expand their use of molecular diagnostics. In 2014 the full QIAsymphony RGQ MDx platform gained regulatory approval in the United States. We plan to integrate additional modules for needs such as next-generation sequencing. Our initiative to create innovative products to drive adoption of next-generation sequencing in clinical research and diagnostics includes the GeneReader™ benchtop NGS sequencer, designed to bring the benefits of NGS to the clinic. This launch is planned for the second half of 2015.

We are commercializing a deep pipeline of molecular assays for preventive screening and diagnostic profiling of diseases, assays for biomarkers to guide personalized medicine in cancer and other diseases, and tests for a broad range of other targets. An extensive development program has begun generating commercial launches of assays that add value to our QIAsymphony RGQ platform for Molecular Diagnostics and other uses. In addition, we are investing in co-development of companion diagnostics for Personalized Healthcare through more than 20 projects with pharmaceutical and biotech companies. In next-generation sequencing, we launched 14 new GeneRead™ DNAseq V2 gene panels in 2014, compatible with any NGS sequencer, as assays for an extensive range of cancer-related genes or gene regions. In Applied Testing, we continue to develop new content for human identification, food safety and veterinary diagnostics. We are also expanding our extensive portfolio of products for disease pathway research by Pharma and Academic customers. In addition, we are developing assays for specific applications in key markets such as China and Japan.

Our bioinformatics teams are developing new software solutions and adding proprietary cloud-based resources to support the latest research and clinical trends in molecular testing, especially the interpretation of large volumes of data from next-generation sequencing. In addition, we are integrating these digital technologies with instruments and molecular content to provide our customers seamless Sample to Insight workflows.

Sales and Marketing

We market our products in more than 100 countries, mainly through subsidiaries in markets we believe have the greatest sales potential in the Americas, Europe, Australia and Asia. We have established a network of experienced personnel who sell our products and provide direct support to customers. A significant number of marketing and sales staff members are experienced scientists with academic degrees in molecular biology or related areas. In addition, business managers oversee key accounts to ensure that we serve customers' needs on the commercial side, such as procurement processes, financing arrangements, data on costs and value of our systems, and collaborative relationships. In many markets we have specialized independent distributors and importers.

Our marketing strategy focuses on providing high-quality products that offer customers unique value, coupled with commitment to technical excellence and customer service. We have developed a range of marketing tools to provide customers with direct access to technical support and to inform them of new product offerings, as well as to enhance our reputation for technical excellence, high-quality products and commitment to service. One such tool is our technical service hotline, which allows existing or potential customers to discuss a wide range of questions about our products and related molecular biology procedures, via phone or email, with Ph.D. and M.Sc. scientists at QIAGEN. Frequent communication with customers enables us to identify market needs, learn about new developments and business opportunities, and respond with new products.

Our GeneGlobe Genes & Pathways web portal (*www.geneglobe.com*) has become a valuable outreach to scientists in Pharma and Academia, enabling researchers to search and select from more than 31 million PCR assay kits and NGS assay panels. The portal provides links to order relevant products. In 2014, we integrated our Ingenuity Target Explorer bioinformatics solution with GeneGlobe, linking biological interpretation and extensive references with the relevant laboratory assays to accelerate life science research.

We also distribute publications, including our catalog, to existing and potential customers worldwide, providing new product information, product updates, and articles by customers and by our scientists about existing and new applications. Our website (*www.qiagen.com*) contains a full online product catalog and ordering system, as well as a host of support?
tools, scientific design tools and other resources. We have full Japanese and Chinese language versions of our website, and some information is available on our site in French, German and Korean to support these markets. Information contained on our website, or accessed through it, is not part of this Annual Report. In addition, we hold numerous scientific seminars to present technical information at clinical, academic and industrial research institutes worldwide. We conduct direct marketing campaigns to announce new products and special promotions, and we offer personalized electronic newsletters with useful information for molecular biology applications.

In addition to keeping customers informed of new product offerings, we offer an inventory consignment program. The QIAcabinet is a storage cabinet owned by us and placed in customer laboratories at their request. Stocked with our products, the QIAcabinet offers customers the convenience of immediate access, reducing reorder procedures and shipping costs. We monitor cabinet inventory and bill the customers at regular intervals as products are used. QIAcabinet increases our visibility in the laboratory and helps maintain our competitive position, while reducing distribution costs.

Seasonality

Our business does not experience significant, predictable seasonality. Historically, a significant portion of our sales have been to researchers, universities, government laboratories and private foundations whose funding is dependent upon grants from government agencies, such as the National Institutes of Health and similar bodies. To the extent that our customers experience increases, decreases or delays in funding arrangements and budget approvals, and to the extent that any of our customers' activities are slowed, such as during times of higher unemployment, vacation periods or delays in the approval of government

budgets, we may experience fluctuations in sales volumes during the year or delays from one period to the next in the recognition of sales.

Intellectual Property, Proprietary Rights and Licenses

We have made and expect to continue to make investments in intellectual property. In 2014, our purchases of intangible assets totaled $10.4 million. While we do not depend solely on any individual patent or technology, we are significantly dependent in the aggregate on technology that we own or license. Therefore, we consider protection of proprietary technologies and products one of the major keys to our business success. We rely on a combination of patents, licenses and trademarks to establish and protect proprietary rights. As of December 31, 2014, we owned 273 issued patents in the United States, 175 issued patents in Germany and 1,037 issued patents in other major industrialized countries. We had 935 pending patent applications. Our policy is to file patent applications in Western Europe, the United States and Japan. U.S. patents have a term of 17 years from the date of issue (for patents issued from applications submitted prior to June 8, 1995), or 20 years from the date of filing (in the case of patents issued from applications submitted on or after June 8, 1995). Patents in most other countries have a term of 20 years from the date of filing the patent application. We intend to aggressively prosecute and enforce patents and to otherwise protect our proprietary technologies. We also rely on trade secrets, know-how, continuing technological innovation and licensing opportunities to develop and maintain our competitive position.

Our practice is to require employees, consultants, outside scientific collaborators, sponsored researchers and other advisers to execute confidentiality agreements upon commencement of their relationships with us. These agreements provide that all confidential information developed by or made known to the individual during the course of the relationship is to be kept confidential and not disclosed to third parties, subject to a right to publish certain information in scientific literature in certain circumstances and to other specific exceptions. In the case of our employees, the agreements provide that all inventions conceived by individuals in the course of their employment will be our exclusive property.

See “Risk Factors” included in Item 3 above for details regarding risks related to our reliance on patents and proprietary rights.

Competition

In the Academic and Pharmaceutical markets, we believe our primary competition in sample technology products involves traditional separation and purification methods, such as phenol extraction, cesium chloride density gradient centrifugation, and precipitation. These methods utilize widely available reagents and other chemicals supplied by companies such as Sigma-Aldrich Corp. and Roche Diagnostics GmbH (Applied Sciences Division). We compete with these methods through our innovative technologies and products, which offer a comprehensive solution for nucleic acid collection, pre-treatment, separation and purification needs and provide significant advantages in speed, reliability, convenience, reproducibility and ease of use.

We also experience competition in various markets from other companies providing sample preparation products in kit form and assay solutions. These competitors include, but are not limited to, Promega Corp., EMD Millipore or Merck Millipore, and Macherey-Nagel GmbH for nucleic acid separation and purification; Thermo Fisher and Promega Corp. for assay solutions and for transfection reagents; and Sigma-Aldrich Corp. and Thermo Fisher for protein fractionation products. We believe our proprietary technologies and products offer significant advantages over competitors' products with regard to purity, speed, reliability and ease-of-use.

The medical diagnostics and biotechnology industries are subject to intense competition. In our HPV franchise within our molecular diagnostics customer class, we face competition from well-established diagnostic technologies, such as cytology, and from emerging HPV testing approaches, such as signal amplified testing, research-based PCR, other indicators of disease and other traditional testing methods developed by laboratories. Our competitors in the United States include companies such as Roche Diagnostics GmbH and Hologic, Inc., which have been marketing FDA-approved HPV testing products in the U.S. in recent years. We expect competition to intensify, but our leading position in the HPV market is supported by our marketing efforts and the data supporting our *digene* HPV Test. We believe we have a competitive advantage driven by the fact that close to 90 million of these tests have been distributed worldwide as well as a multitude of clinical trials encompassing more than one million women. A number of major U.S. customers for HPV screening products operate under multiyear contracts with us, in which we provide competitive pricing and other benefits.

Some of our other products within our molecular diagnostics customer class, such as tests for Chlamydia, Gonorrhea, hepatitis B virus, herpes simplex virus and CMV, compete against existing screening, monitoring and diagnostic technologies, including tissue culture and antigen-based diagnostic methodologies. Our competitors for gene-based diagnostic probes include Roche Diagnostics, Abbott, Siemens, Cepheid and Hologic. We believe the primary competitive factors in the market for gene-based probe diagnostics and other screening devices are clinical validation, performance and reliability, ease of use, standardization, cost, proprietary position, competitors' market shares, access to distribution channels, regulatory approvals and availability of reimbursement.

We do not believe our competitors typically have the same comprehensive approach to sample to insight solutions as we do or the ability to provide the broad range of technologies and depth of products and services that we offer. With our complete range of manual and fully automated solutions, we believe we offer the value of standardization of procedures and, therefore, more reliable results. We also believe our integrated strategic approach gives us a competitive advantage. The quality of sample technologies-an area in which we have a unique market and leadership position-is a key prerequisite for reliable molecular assay solutions, which increasingly are being applied in emerging markets such as Molecular Diagnostics and Applied Testing.

Current and potential competitors may be in the process of seeking FDA or foreign regulatory approvals for their respective products. Our continued future success will depend in large part on our ability to maintain our technological advantage over competing products, expand our market presence and preserve customer loyalty. There can be no assurance that we will be able to compete effectively in the future or that development by others will not render our technologies or products non-competitive.

Suppliers

As part of our quality assessment procedures, we periodically evaluate the performance of our raw material and component suppliers, potential new alternative sources of such materials and components, and the risks and benefits of reliance on our existing suppliers. We buy materials for our products from many suppliers, and are not dependent on any one supplier or group of suppliers for our business as a whole. Raw materials generally include chemicals, raw separation media, biologics, plastics and packaging. Raw materials are generally readily available at competitive, stable prices from a number of suppliers. Certain raw materials are produced under our specifications, so we closely monitor stock levels to maintain adequate supplies. We believe we maintain inventories at a sufficient level to ensure reasonable customer service levels and to guard against normal volatility in availability.

Government Regulations

We are subject to a variety of laws and regulations in the European Union, the United States and other countries. The level and scope of the regulation varies depending on the country or defined economic region, but may include, among other things, the research, development, testing, clinical trials, manufacture, storage, recordkeeping, approval, labeling, promotion and commercial sales and distribution, of many of our products.

European Union Regulations

In the European Union, *in vitro* diagnostic medical devices (IVDs) are regulated under EU-Directive 98/79/EC (IVD Directive) and corresponding national provisions. The IVD Directive requires that medical devices meet the essential requirements set out in an annex of the directive. These requirements include the safety and efficacy of the devices. According to the IVD Directive, the Member States presume compliance with these essential requirements in respect of devices which are in conformity with the relevant national standards transposing the harmonized standards of which the reference numbers have been published in the Official Journal of the European Communities. These harmonized standards include ISO 13485:2003, the quality standard for medical device manufacturers.

IVD medical devices, other than devices for performance evaluation, must bear the CE marking of conformity when they are placed on the market. The CE mark is a declaration by the manufacturer that the product meets all the appropriate provisions of the relevant legislation implementing the relevant European Directive. As a general rule, the manufacturer must follow the procedure of the EC Declaration of conformity to obtain this CE marking.

Each European country must adopt its own laws, regulations and administrative provisions necessary to comply with the IVD Directive. Member States may not create any obstacle to the placing on the market or the putting into service within their territory of devices bearing the CE marking according to the conformity assessment procedures. On September 26, 2012, the European Commission (EC) adopted a proposal for new EU regulations for medical devices and IVDs that if finalized will impose additional regulatory requirements on IVDs used in the EU. In many countries outside of the United States, coverage, pricing and reimbursement approvals are also required. We are also required to maintain accurate information and control over sales and distributors' activities that may fall within the purview of the Foreign Corrupt Practices Act, its books and records provisions and its anti-bribery provisions.

U.S. Regulations

In the United States, *in vitro* diagnostic kits are subject to regulation by the Food and Drug Administration (FDA) as medical devices and must be cleared or approved before they can be marketed. Failure to comply with applicable U.S. requirements may subject a company to a variety of administrative or judicial sanctions, such as FDA refusal to approve pending NDAs, warning letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, civil penalties and criminal prosecution. In addition, some of our test kits are sold for research use only in the United States. We do not promote these tests for clinical diagnostic use, and they are labeled "For Research Use Only," or RUO, as required by the FDA.

In Vitro Diagnostics

The FDA regulates the sale or distribution of medical devices, including *in vitro* diagnostic test kits. The information that must be submitted to the FDA in order to obtain clearance or approval to market a new medical device varies depending on how the medical device is classified by the FDA. Medical devices are classified into one of three classes on the basis of the controls deemed by the FDA to be necessary to reasonably ensure their safety and effectiveness. Class I devices are subject to general controls, including labeling, pre-market notification and adherence to the FDA's quality system regulations, which are device-specific good manufacturing practices. Class II devices are subject to general controls and special controls, including performance standards and post-market surveillance. Class III devices are subject to most of the previously identified requirements as well as to pre-market approval. All Class I devices are exempt from premarket review; most Class II devices require 510(k) clearance, and all Class III devices must receive premarket approval before they can be sold in the United States. The payment of a fee to the FDA is usually required when a 510(k) notice or premarket approval application is submitted.

510(k) Premarket Notification. A 510(k) notification requires the sponsor to demonstrate that a medical device is substantially equivalent to another marketed device, termed a "predicate device", that is legally marketed in the United States and for which a premarket approval application (PMA) was not required. A device is substantially equivalent to a predicate device if it has the same intended use and technological characteristics as the predicate; or has the same intended use but different technological characteristics, where the information submitted to the FDA does not raise new questions of safety and effectiveness and demonstrates that the device is at least as safe and effective as the legally marketed device.

The FDA generally issues a decision letter within 90 days of receipt of the 510(k) if it has no additional questions or sends a first action letter requesting additional information within 75 days. Most 510(k)s do not require clinical data for clearance, but a minority will. Requests for additional data, including clinical data, will increase the time necessary to review the notice. If the FDA believes that the device is not substantially equivalent to a predicate device, it will issue a "Not Substantially Equivalent" letter and designate the device as a Class III device, which will require the submission and approval of a PMA before the new device may be marketed. Under certain circumstances, the sponsor may petition the FDA to make a risk-based determination of the new device and reclassify the new device as a Class I or Class II device. The FDA is currently reevaluating the 510(k) review process, and we cannot predict what if any changes will occur.

Premarket Approval. The PMA process is more complex, costly and time consuming than the 510(k) process. A PMA must be supported by more detailed and comprehensive scientific evidence, including clinical data, to demonstrate the safety and efficacy of the medical device for its intended purpose. If the device is determined to present a "significant risk," the sponsor may not begin a clinical trial until it submits an investigational device exemption (IDE) to the FDA and obtains approval to begin the trial.

After the PMA is submitted, the FDA has 45 days to make a threshold determination that the PMA is sufficiently complete to permit a substantive review. If the PMA is complete, the FDA will file the PMA. The FDA is subject to a performance goal review time for a PMA that is 180 days from the date of filing, although in practice this review time is longer. Questions from the FDA, requests for additional data and referrals to advisory committees may delay the process considerably. The total process may take several years and there is no guarantee that the PMA will ever be approved. Even if approved, the FDA may limit the indications for which the device may be marketed. The FDA may also request additional clinical data as a condition of approval or after the PMA is approved. Any changes to the medical device may require a supplemental PMA to be submitted and approved before changed medical device may be marketed.

Any products sold by us pursuant to FDA clearances or approvals will be subject to pervasive and continuing regulation by the FDA, including record keeping requirements, reporting of adverse experiences with the use of the device and restrictions on the advertising and promotion of our products. Device manufacturers are required to register their establishments and list their devices with the FDA and are subject to periodic inspections by the FDA and certain state agencies. Noncompliance with applicable FDA requirements can result in, among other things, warning letters, fines, injunctions, civil penalties, recalls or seizures of products, total or partial suspension of production, refusal of the FDA to grant 510(k) clearance or PMA approval for new devices, withdrawal of 510(k) clearances and/or PMA approvals and criminal prosecution.

Regulation of Companion Diagnostic Devices

Diagnostic tests may be used in the determination of whether a drug should be prescribed for a patient, and are often referred to as in vitro companion diagnostic devices. On August 6, 2014, the FDA issued Guidance for Industry and Food and Drug Administrative Staff on In Vitro Companion Diagnostic Devices. The Guidance applies to in vitro diagnostic companion diagnostic devices that provide information that is essential for the safe and effective use of a corresponding therapeutic drug. However, a novel in vitro diagnostic test that provides information that is useful in, but not a determining factor for the safe and effective use of a therapeutic product, would not be considered an IVD companion diagnostic. The FDA expects that the therapeutic sponsor will address the need for an approved or cleared IVD Companion Diagnostic Device in its therapeutic product development plan. The sponsor of the therapeutic product can decide to develop its own IVD Companion Diagnostic Device, partner with a diagnostic device sponsor to develop the appropriate IVD Companion Diagnostic Device, or explore

modification of an existing IVD diagnostic device (its own or another sponsor's) to accommodate the appropriate intended use. The FDA has approved a number of drug/diagnostic device companions in accordance with the Guidance.

In September 2013, the FDA issued its final rule on the Unique Device Identifier. This rule now requires an additional registered identifier, including a special barcode, on all FDA regulated medical devices. The rule is implemented in phases with the first deadline of September 24, 2014 being established for all Class III medical devices. For QIAGEN, this impacted the *hc2, QuantiFERON, and therascreen* products. We established a task force to ensure that the deadline was met but this will place additional administrative and regulatory burden on us related to the annual reporting of compliance of these products to the new regulation. Class II and Class I products are required to have this same labeling by September 24, 2016 and 2018, respectively. We are currently working to ensure that we will be able to meet this requirement. The new rule will also require additional compliance oversight once implemented.

Some of our products are sold for research purposes in the U.S., and labeled "For Research Use Only" (RUO) or "for molecular biology applications." In November 2013, the FDA issued a final Guidance for Industry and Food and Drug Administration Staff entitled, "Distribution of In Vitro Diagnostic Products Labeled for Research Use Only or Investigational Use Only." In the Guidance, RUO refers to devices that are in the laboratory phase of development, and investigational use only, or IUO, refers to devices that are in the product testing phase of development. These types of devices are exempt from most regulatory controls. Because we do not promote our RUOs for clinical diagnostic use or provide technical assistance to clinical laboratories with respect to these tests, we believe that these tests are exempt from FDA's premarket review and other requirements. If the FDA were to disagree with our designation of any of these products, we could be forced to stop selling the product until we obtain appropriate regulatory clearance or approval. Further, we believe that some of our RUOs may be used by some customers in their laboratory-developed tests (LDTs), which they develop, validate and promote for clinical use. However, as previously noted, we do not promote these products for use in LDTs or assist in the development of the LDT tests for clinical diagnostic use.

On October 3, 2014, the FDA published notices in the Federal Register formally announcing their release and the beginning of a 120-day public comment period, which ended on February 2, 2015, for the Draft Guidance for Industry, Food and Drug Administration Staff, and Clinical Laboratories: Framework for Regulatory Oversight of Laboratory Developed Tests (LDTs), and Docket No. FDA-2011-D-0357 for Draft Guidance for Industry, Food and Drug Administration Staff, and Clinical Laboratories: FDA Notification and Medical Device Reporting for Laboratory Developed Tests (LDTs). In essence, the FDA is proposing to regulate Clinical Laboratory Improvement Act (CLIA) laboratories that provide LDT's that meet the definition of a Medical Device as stated in the Food, Drug, and Cosmetic Act. While the guidance is directed at CLIA laboratories it also has the potential to change the relationship between laboratories and manufacturers. It also proposes to impose quality systems controls and mechanisms, including submissions, on the laboratories. These are the identical requirements that are currently imposed on manufacturers as described in the prior paragraphs of this section. As stated there is an extended draft period so it will not be possible to precisely assess potential impact until the guidance is finalized. QIAGEN has an executive task force that is monitoring and participating in the draft process to insure the earliest possible awareness of developments related to the Draft Guidance.

HIPAA and Other Privacy and Security Laws

Numerous privacy and data security laws apply to personal information, including health information. These laws vary in their application. For example, the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations (HIPAA), regulate the uses, disclosures and security of identifiable health information (protected health information or PHI) in the hands of certain health care providers, health plans or health care clearing houses (covered entities). HIPAA regulates and limits covered entities' uses and disclosures of PHI and requires the implementation of administrative, physical and technical safeguards to keep PHI secure. HIPAA also applies to organizations that create, receive, maintain or transmit PHI to provide services to or for or on behalf of covered entities (business associates). Business associates and certain of their subcontractors are required to comply with certain privacy and all of the security standards of HIPAA. Business associates and covered entities must also comply with breach notification standards established by HIPAA. The HIPAA breach notification standards require covered entities to notify affected individuals, the government, and in some cases, local and national media in the event of a breach of PHI that has not been secured by encryption. The breach notification standards require business associates to notify covered entity customers of their own breaches of unsecured PHI so that the relevant covered entity may make required notifications. If we were to act as a HIPAA covered entity or business associate, we would be subject to these obligations.

Almost all states have adopted data breach notification laws relating to the "personal information" of its residents. Personal information typically includes an individual's name or initials coupled with social security, financial account, debit, credit or state-issued identification number or other information that could lead to identity theft. There is significant variability under these laws, but most require notification to affected individuals (and some require notification to the government) in the event of breach. Other laws of some states require that that we comply with data security obligations. These laws may apply to us when we receive or maintain personal information regarding individuals, including our employees.

Many states have also adopted genetic testing and privacy laws. These laws typically require a specific, written consent for genetic testing as well as consent for the disclosure of genetic test results and otherwise limit uses and disclosures of genetic testing results. A few states have adopted laws that give their residents property rights in their genetic information. We require the disclosure of whole genome sequences in order to analyze and interpret genomic data for research use by our customers. Most of our institutional and physician customers are covered entities under HIPAA and must obtain proper authorization or de-identify information so that we may provide services. When PHI is de-identified in accordance with HIPAA or when the disclosure of PHI is authorized by a patient, HIPAA does not impose any compliance obligations on the recipient, but our use and disclosure of the information may be limited by contract or the terms of the authorization.

We are subject to enforcement by state attorneys general who have authority to enforce state data privacy or security laws. Accordingly, we maintain an active privacy and data security program designed to address applicable regulatory compliance requirements.

Privacy and data security laws, including those relating to health information, are complex, overlapping and rapidly evolving. As our activities evolve and expand, additional laws may be implicated, for example, there are non-U.S. privacy laws that impose restrictions on the transfer, access, use, and disclosure of health and other personal information. All of these laws impact our business either directly or indirectly. Our failure to comply with applicable privacy or security laws or significant changes in these laws could significantly impact our business and future business plans. For example, we may be subject to regulatory action or lawsuits in the event we fail to comply with applicable privacy laws. We may face significant liability in the event any of the personal information we maintain is lost or otherwise subject to misuse or other wrongful use, access or disclosure.

Compliance with Fraud and Abuse Laws

We have to comply with various U.S. federal and state laws, rules and regulations pertaining to healthcare fraud and abuse, including anti-kickback laws and physician self-referral laws, rules and regulations. Violations of the fraud and abuse laws are punishable by criminal and civil sanctions, including, in some instances, exclusion from participation in federal and state healthcare programs, including Medicare and Medicaid.

Anti-Kickback Statute

The federal Anti-Kickback Statute prohibits persons from knowingly or willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in exchange for or to induce:

- The referral of an individual for a service or product for which payment may be made by Medicare, Medicaid or other government-sponsored healthcare program; or
- Purchasing, ordering, arranging for, or recommending the ordering of, any service or product for which payment may be made by a government-sponsored healthcare program.

The definition of “remuneration” has been broadly interpreted to include anything of value, including such items as gifts, certain discounts, waiver of payments, and providing anything at less than its fair market value. In addition, several courts have interpreted the law to mean that if “one purpose” of an arrangement is intended to induce referrals, the statute is violated.

The Anti-Kickback Statue is broad and prohibits many arrangements and practices that are lawful in businesses outside of the healthcare industry. Recognizing that the Anti-Kickback Statute is broad and may technically prohibit many innocuous or beneficial arrangements, the Office of Inspector General of the Department of Health and Human Services (OIG) has issued regulations, commonly known as "safe harbors." These safe harbors set forth certain requirements that, if fully met, will assure healthcare providers, including medical device manufacturers, that they will not be prosecuted under the Anti-Kickback Statute. Although full compliance with these safe harbor provisions ensures against prosecution under the Anti-Kickback Statute, full compliance is often difficult and the failure of a transaction or arrangement to fit within a specific safe harbor does not necessarily mean that the transaction or arrangement is illegal or that prosecution under the Anti-Kickback Statute will be pursued. However, conduct and business arrangements that do not fully satisfy each applicable safe harbor may result in increased scrutiny by government enforcement authorities such as the OIG. The statutory penalties for violating the Anti-Kickback Statute include imprisonment for up to five years and criminal fines of up to $25,000 per violation. In addition, through application of other laws, conduct that violates the Anti-Kickback Statute can also give rise to False Claims Act lawsuits, civil monetary penalties and possible exclusion from Medicare and Medicaid and other federal healthcare programs. In addition to the Federal Anti-Kickback Statute, many states have their own kickback laws. Often, these laws closely follow the language of the federal law, although they do not always have the same scope, exceptions, safe harbors or sanctions. In some states, these anti-kickback laws apply not only to payment made by a government health care program but also with respect to other payors, including commercial insurance companies.

Other Fraud and Abuse Laws

The federal False Claims Act (FCA) prohibits any person from knowingly presenting, or causing to be presented, a false claim

or knowingly making, or causing to made, a false statement to obtain payment from the federal government. Those found in violation of the FCA can be subject to fines and penalties of three times the damages sustained by the government, plus mandatory civil penalties of between $5,500 and $11,000 for each separate false claim. Actions filed under the FCA can be brought by any individual on behalf of the government, a "qui tam" action, and such individual, known as a "relator" or, more commonly, as a "whistleblower," who may share in any amounts paid by the entity to the government in damages and penalties or by way of settlement. In addition, certain states have enacted laws modeled after the FCA, and this legislative activity is expected to increase. Qui tam actions have increased significantly in recent years, causing greater numbers of healthcare companies, including medical device manufacturers, to defend false claim actions, pay damages and penalties or be excluded from Medicare, Medicaid or other federal or state healthcare programs as a result of investigations arising out of such actions.

The OIG also has authority to bring administrative actions against entities for alleged violations of a number of prohibitions, including the Anti-Kickback Statute and the Stark Law. The OIG may seek to impose civil monetary penalties or exclusion from the Medicare, Medicaid and other federal healthcare programs. Civil monetary penalties can range from $2,000 to $50,000 for each violation or failure plus, in certain circumstances, three times the amounts claimed in reimbursement or illegal remuneration. Typically, exclusions last for five years.

In addition, we must comply with a variety of other laws, such as laws prohibiting false claims for reimbursement under Medicare and Medicaid, all of which can also be triggered by violations of federal anti-kickback laws; the Health Insurance Portability and Accounting Act of 1996, which makes it a federal crime to commit healthcare fraud and make false statements; and the Federal Trade Commission Act and similar laws regulating advertisement and consumer protections.

There are also an increasing number of state “sunshine” laws that require manufacturers to provide reports to state governments on pricing and marketing information. Several states have enacted legislation requiring medical device companies to, among other things, establish marketing compliance programs, file periodic reports with the state, make periodic public disclosures on sales and marketing activities, and to prohibit or limit certain other sales and marketing practices. In addition, a federal law known as the Physician Payments Sunshine Act, now requires medical device manufacturers to track and report to the federal government certain payments and other transfers of value made to physicians and teaching hospitals and ownership or investment interests held by physicians and their immediate family members. The federal government discloses the reported information on a publicly available website. If we fail to track and report as required by these laws or to otherwise comply with these laws, we could be subject to the penalty provisions of the pertinent state and federal authorities.

Environment, Health and Safety

We are subject to laws and regulations related to the protection of the environment, the health and safety of employees and the handling, transportation and disposal of medical specimens, infectious and hazardous waste and radioactive materials. For example, the U.S. Occupational Safety and Health Administration (OSHA) has established extensive requirements relating specifically to workplace safety for healthcare employers in the U.S. This includes requirements to develop and implement multi-faceted programs to protect workers from exposure to blood-borne pathogens, such as HIV and hepatitis B and C, including preventing or minimizing any exposure through needle stick injuries. For purposes of transportation, some biological materials and laboratory supplies are classified as hazardous materials and are subject to regulation by one or more of the following agencies: the U.S. Department of Transportation, the U.S. Public Health Service, the United States Postal Service and the International Air Transport Association.

Reimbursement

United States

In the United States, payments for diagnostic tests come from several sources, including third party payors such as health maintenance organizations and preferred provider organizations; government health programs such as Medicare and Medicaid; and, in certain circumstances, hospitals, referring laboratories or the patients themselves. For many years, federal and state governments in the United States have pursued methods to reduce the cost of these programs. For example, in 2010 the United States enacted major healthcare reform legislation known as the Patient Protection and Affordable Care Act (ACA). Such changes have had, and are expected to continue to have, an impact on our business. At present, Medicare payment rates are affected by across-the-board federal budget cuts commonly referred to as “sequestration”. Under sequestration, the Centers for Medicare & Medicaid Services (CMS), the federal agency responsible for administering Medicare and Medicaid, reduced Medicare payments to providers by 2% annually beginning in 2013 and through 2023.

Code Assignment. In the United States, a third-party payor's decisions regarding coverage and payment are impacted, in large part, by the specific Current Procedural Terminology, or CPT, code used to identify a test. The American Medical Association, or AMA, publishes the CPT, which is a listing of descriptive terms and identifying codes for reporting medical services and procedures. The purpose of the CPT is to provide a uniform language that accurately describes medical, surgical, and diagnostic services and therefore to ensure reliable nationwide communication among healthcare providers, patients, and third-party payors.

A manufacturer of in vitro diagnostic kits or a provider of laboratory services may request establishment of a Category I CPT code for a new product. Assignment of a specific CPT code ensures routine processing and payment for a diagnostic test by both private and government third-party payors.

The AMA has specific procedures for establishing a new CPT code and, if appropriate, for modifying existing nomenclature to incorporate a new test into an existing code. If the AMA concludes that a new code or modification of nomenclature is unnecessary, the AMA will inform the requestor how to use one or more existing codes to report the test.

While the AMA's decision is pending, billing and collection may be sought under an existing, non-specific CPT code. A manufacturer or provider may decide not to request assignment of a CPT code and instead use an existing, non-specific code for reimbursement purposes. However, use of such codes may result in more frequent denials and/or requests for supporting clinical documentation from the third-party payor and in lower reimbursement rates, which may vary based on geographical location.

In 2012, the AMA added 127 new CPT codes for molecular pathology services that became effective on January 1, 2013. These new CPT codes are biomarker specific and were designed to replace the previous methodology of billing for molecular pathology testing, which involved “stacking” a series of non-biomarker specific CPT codes together to describe the testing performed. The new CPT codes were issued final national reimbursement prices by CMS in November of 2013. These federal reimbursement amounts are widely acknowledged to be lower than the reimbursement obtained by the now outdated “stacking” method, but commercial payors and Medicare contractors are still in the process of solidifying their coverage and reimbursement policies for the testing described by these new CPT codes. The lower reimbursement amounts experienced in the field of molecular pathology testing may soon be extending to other codes on the Clinical Laboratory Fee Schedule as CMS begins to base CPT laboratory code payment on third party payer rates in 2017, per the Protecting Access to Medicare Act (PAMA) passed in April 2014.

Coverage Decisions. When deciding whether to cover a particular diagnostic test, private and government third-party payors generally consider whether the test is a contractual benefit and, if so, whether it is reasonable and necessary for the diagnosis or treatment of illness and injury. Most third-party payors do not cover experimental services. Coverage determinations often are influenced by current standards of practice and clinical data, particularly at the local level. The Centers for Medicare & Medicaid Services (CMS) which is the government agency responsible for overseeing the Medicare program, has the authority to make coverage determinations on a national basis, but most Medicare coverage decisions are made at the local level by contractors that administer the Medicare program in specified geographic areas. Private and government third-party payors have separate processes for making coverage determinations, and private third-party payors may or may not follow Medicare's coverage decisions. If a third-party payor has a coverage determination in place for a particular diagnostic test, billing for that test must comply with the established policy. Otherwise, the third-party payor makes reimbursement decisions on a case-by-case basis.

Payment. Payment for covered diagnostic tests is determined based on various methodologies, including prospective payment systems and fee schedules. In addition, private third-party payors may negotiate contractual rates with participating providers or set rates as a percentage of the billed charge. Diagnostic tests furnished to Medicare inpatients generally are included in the bundled payment made to the hospital under Medicare's Inpatient Prospective Payment System. Payment for diagnostic tests furnished to Medicare beneficiaries in outpatient circumstances is made based on the Clinical Laboratory Fee Schedule, under which a payment amount is assigned to each covered CPT code. The law technically requires fee schedule amounts to be adjusted annually by the percentage increase in the consumer price index (CPI) for the prior year, but Congress has frozen payment rates in certain years. Medicaid programs generally pay for diagnostic tests based on a fee schedule, but reimbursement varies by state.

European Union

In the European Union the reimbursement mechanisms used by private and public health insurers vary by country. For the public systems reimbursement is determined by guidelines established by the legislator or responsible national authority. As elsewhere, inclusion in reimbursement catalogues focuses on the medical usefulness, need, quality and economic benefits to patients and the healthcare system. Acceptance for reimbursement comes with cost, use and often volume restrictions, which again can vary by country.

Conflict Minerals

Recent U.S. legislation has been enacted to improve transparency and accountability concerning the sourcing of conflict minerals from mines located in the conflict zones of the Democratic Republic of Congo (DRC) and its adjoining countries. The term conflict minerals currently encompasses tantalum, tin, tungsten (or their ores) and gold. Certain of our instrumentation product components which we purchase from third party suppliers do contain gold. This U.S. legislation requires manufacturers, such as us, to investigate our supply chain and disclose if there is any use of conflict minerals originating in the DRC or adjoining countries. We conduct due diligence measures annually to determine the presence of conflict minerals in our

products and the source of any such conflict minerals. Because we do not purchase conflict minerals directly from smelters or refineries, we rely on our suppliers to specify to us their Conflict Minerals sources and declare their conflict minerals status. We disclosed our Conflict Minerals findings to the Securities Exchange Commission for the calendar year ending December 31, 2013 on Form SD on June 2, 2014 and will provide updated disclosure to the Securities Exchange Commission annually.

Organizational Structure

QIAGEN N.V. is the holding company for more than 50 consolidated subsidiaries, many of which have the primary function of distributing our products and services on a regional basis. Certain subsidiaries also have research and development or production activities. A listing of our significant subsidiaries and their jurisdictions of incorporation is included in Exhibit 8.1 to this Annual Report.

Description of Property

Our production and manufacturing facilities for consumable products are located in Germany, the United States, China, France, and the United Kingdom. Our facilities for software development are located in the United States, Denmark and India. In recent years, we have made investments in automated and interchangeable production equipment to increase our production capacity and improve efficiency. Our production and manufacturing operations are highly integrated and benefit from sophisticated inventory control. Production management personnel are highly qualified, and many have advanced degrees in engineering, business and science. We also have installed and continue to expand production-planning systems that are included in our integrated information and control system based on the SAP R/3 business software package from SAP AG. Worldwide, we use SAP software to integrate most of our operating subsidiaries. Capital expenditures for property, plant and equipment totaled $86.6 million, $84.5 million and $102.0 million for 2014, 2013 and 2012, respectively.

We have an established quality system, including standard manufacturing and documentation procedures, intended to ensure that products are produced and tested in accordance with the FDA's Quality System Regulations, which impose current Good Manufacturing Practice (cGMP) requirements. For cGMP production, special areas were built in our facilities in Hilden, Germany, and Germantown, Maryland. These facilities operate in accordance with cGMP requirements.

The consumable products manufactured at QIAGEN GmbH in Germany, and QIAGEN Sciences LLC in Maryland, are produced under ISO 9001: 2008, ISO 13485:2013, ISO 13485:2003 CMDCAS. Our certifications form part of our ongoing commitment to provide our customers with high-quality, state-of-the-art sample and assay technologies under our Total Quality Management system.

Our facilities in Hilden, Germany, currently occupy a total of approximately 752,000 square feet, some of which is leased pursuant to separate contracts, the last of which expires in 2018. Our production capacity is increased through our manufacturing and research facilities in the United States. QIAGEN Sciences, LLC owns a 27-acre site in Germantown, Maryland. The 285,000 square foot Germantown facility consists of several buildings in a campus-like arrangement and is intended to accommodate over 500 employees. There is room for future expansion of up to 300,000 square feet of facility space. We lease a facility in Frederick, Maryland, comprising a total of 40,000 square feet for manufacturing, warehousing, distribution and research operations.

We lease smaller facilities in Shenzhen, China and Manchester, United Kingdom for manufacturing, warehousing, distribution and research operations. In 2014, we started expansion work in Manchester to add additional research and development space. The project is expected to be completed in July 2015.

In 2009, we purchased additional land adjacent to our facility in Hilden, Germany, for EUR 2.5 million (approximately $3.2 million) and began construction to further expand our facilities for research and development and production. We also expanded our research, production and administrative space in Germantown, Maryland. Both projects were completed in 2013 at a total cost of $97.2 million. Two smaller expansion projects in Maryland were started in 2014 and are estimated to be completed in 2015. We anticipate being able to fund these expansions with cash generated by operating activities.

Other subsidiaries throughout the world lease smaller amounts of space. Our corporate headquarters are located in leased office space in Venlo, The Netherlands.

We believe our existing and planned production and distribution facilities can support anticipated production needs for the next 36 months. Our production and manufacturing operations are subject to various federal, state, and local laws and regulations including environmental regulations. We do not believe we have any material issues relating to these laws and regulations.

Item 4A. Unresolved Staff Comments

Not applicable.

Item 5. Operating and Financial Review and Prospects

This section contains a number of forward-looking statements. These statements are based on current management expectations, and actual results may differ materially. Among the factors that could cause actual results to differ from management's expectations are those described in "Risk Factors" and "Forward-looking and Cautionary Statements" in Item 3 of this Annual Report.

Results of Operations

Overview

We are a leading global provider of Sample to Insight solutions to transform biological materials into valuable molecular insights. QIAGEN sample technologies isolate and process DNA, RNA and proteins from any biological sample, such as blood or tissue. Assay technologies make these biomolecules visible and ready for analysis, such as identifying the DNA of a virus or a mutation of a gene. Bioinformatics solutions integrate software and cloud-based resources to interpret increasing volumes of biological data and report relevant, actionable insights. Our automation solutions tie these together in seamless and cost-effective molecular testing workflows.

We sell our products - consumables, automated instrumentation systems using those technologies, and bioinformatics to analyze and interpret the data - to four major customer classes:

- **Molecular Diagnostics** - healthcare providers engaged in many aspects of patient care including Prevention, Profiling of diseases, Personalized Healthcare and Point of Need testing
- **Applied Testing** - government or industry customers using molecular technologies in fields such as forensics, veterinary diagnostics and food safety testing
- **Pharma** - pharmaceutical and biotechnology companies using molecular testing to support drug discovery, translational medicine and clinical development efforts
- **Academia** - researchers exploring the secrets of life such as the mechanisms and pathways of diseases, and in ? some cases translating that research into drug targets or commercial applications ?

We market products in more than 100 countries, mainly through subsidiaries in markets we believe have the greatest sales potential in Europe, Asia, the Americas and Australia. We also work with specialized independent distributors and importers.

As of December 31, 2014, we employed approximately 4,300 people in more than 35 locations worldwide.

In 2014, operating income on a consolidated basis was $160.8 million, an increase from $63.3 million in 2013, which in turn was a decline from $169.8 million in 2012. The comparisons reflect the impact of substantial restructuring-related charges during 2013.

We have delivered five-year compound annual growth rates of approximately 6% in net sales and -3% in net income through 2014, as reported under U.S. GAAP. The decline in net income primarily reflects the impacts of increased expense levels for research and development and sales and marketing. We have funded our growth through internally generated funds, debt, and private and public sales of equity securities.

Recent Acquisitions

We have made a number of strategic acquisitions since 2012, targeting innovative technologies to achieve market leading positions in high-growth areas of molecular diagnostics and research. These transactions have expanded our product offerings and technology platforms, as well as our geographic presence. They include:

- In December 2014, we acquired the enzyme solutions business of Enzymatics, a U.S. company whose products are used in an estimated 80% of all next-generation sequencing workflows. The comprehensive Enzymatics portfolio complements QIAGEN's leading offering of universal NGS products, advancing our strategy to drive the adoption of NGS in clinical healthcare.
- In April 2014, we acquired BIOBASE, a provider of expertly curated biological databases, software and services based in Wolfenbu¨ttel, Germany, further expanding our industry-leading bioinformatics solutions. These integrated solutions provide a complete workflow for handling genomic data from biological sample to valuable molecular insights. The content from BIOBASE includes gold-standard data in the fields of inherited diseases and pharmacogenomics. In July, QIAGEN and BGI Tech Solutions Co. announced a distribution and service relationship for the BIOBASE Human Gene Mutation Database (HGMD) in China, Taiwan, Hong Kong and Macao. QIAGEN also has integrated the BIOBASE content into the Ingenuity Knowledge Base, adding value for customers in interpreting genomic data from next-generation sequencing (NGS).

- In August 2013, we acquired CLC bio, a global leader in bioinformatics software with a focus on next-generation sequencing. CLC bio, a privately-held company based in Aarhus, Denmark, has created the leading commercial data analysis solutions and workbenches for NGS. CLC bio's leading products are CLC Genomics Workbench, a comprehensive and user-friendly analysis package for analyzing, comparing and visualizing NGS data; CLC Cancer Research Workbench, focusing on genomic analysis for oncology; and CLC Genomics Server, a flexible enterprise-level infrastructure and analysis backbone for NGS data analysis.
- In April 2013, we acquired Ingenuity Systems, Inc., the leading provider of software solutions that efficiently and accurately analyze, interpret and report the biological meaning of genomic data. Ingenuity, a privately-held U.S. company based in California's Silicon Valley, created a market leading, expertly curated knowledge system of biomedical information and analysis solutions for the exploration, interpretation and analysis of complex biological systems. New technologies such as next-generation sequencing (NGS) are now generating more data in a single year than was created in all prior history, making the analysis and interpretation of this extensive and very complex biological data a critical success factor.
- In June 2012, we unveiled an initiative to enter targeted areas of the NGS market, including our acquisition during 2012 of Intelligent Bio-Systems, Inc., which added important expertise, intellectual property rights and innovative technologies in this rapidly growing area. Our NGS initiative aims to expand the use of next-generation sequencing from the current focus on life science research into routine use in translational research and clinical diagnostics.
- In May 2012, we acquired AmniSure International LLC, including the AmniSure® assay for determining whether a pregnant woman is suffering rupture of fetal membranes (ROM), a widespread cause of premature delivery and neonatal complications. This product, which is approved in the U.S. and many other markets, is a key addition to our Point of Need portfolio.

Our financial results include the contributions of our recent acquisitions from the date of acquisition, as well as costs related to the acquisitions and integrations of the acquired companies, such as the relocation and closure of certain facilities.

We determined that we operate as one business segment in accordance with ASC Topic 280, *Segment Reporting*. Our chief operating decision maker (CODM) makes decisions on business operations and resource allocation based on evaluations of the QIAGEN Group as a whole. With revenues derived from our entire product and service offerings, it is not practicable to provide a detail of revenues for each group of similar products and services or for each customer group, as full discrete financial information is not available. Considering the acquisitions made during 2014, we determined that we still operate as one business segment. However, we do provide certain revenue information by customer class to allow better insight into our operations. This information is estimated using certain assumptions to allocate revenue among the customer classes.

Year Ended December 31, 2014, Compared to 2013

Net Sales

In 2014, net sales increased 3% to $1.34 billion compared to $1.30 billion in 2013, driven by consumables and related revenues (+3%, 87% of sales) and instruments (+6%, 13% of sales) as well as ongoing business expansion in all customer classes. About one percentage point of growth came from acquisitions to create industry leadership in bioinformatics with Ingenuity, CLC bio and BIOBASE, and two percentage points from the rest of the business. Currency movements had an adverse impact of one percentage point.

The Europe / Middle East / Africa region (+8% / 34% of sales) had solid growth in Germany, France, United Kingdom and Turkey while also benefiting from ongoing expansion in the Nordic region. The Americas (-1% / 46% of sales) reflected the anticipated decline in U.S. HPV product sales. The Asia-Pacific / Japan region (+5% / 19% of sales) advanced on high-single-digit growth in China along with gains in Japan and South Korea. Sales in the top seven emerging markets (+2% / 14% of sales) showed gains in China, South Korea and Turkey, which more than offset sharply lower sales in Russia, as well as lower sales in Mexico due to the timing of national tenders.

Molecular Diagnostics, which represents approximately 50% of net sales, expanded by 3% in 2014 advanced on the ongoing solid expansion of QIAGEN's growth drivers, helping to deliver 15% growth in 2014 from the diagnostics portfolio other than U.S. HPV tests and overcoming the full-year decline in U.S. HPV sales (-40%, 6% of total sales). Instrument sales grew at a double-digit pace, supported by ongoing strong placements of the QIAsymphony system. Full-year double-digit sales gains were also delivered by the QuantiFERON-TB test, the Personalized Healthcare portfolio (including higher pharma co-development project revenues compared to 2013) and Profiling consumables.

Applied Testing, which represents approximately 8% of net sales, achieved 8% growth in 2014 compared to 2013, delivered a strong performance in the fourth quarter of 2014, leading to a double-digit sales increase for the full year in instruments and a solid single-digit rise in consumables sales on the back of growth in Human ID / forensics and veterinary applications, as well as the addition of the bioinformatics portfolio.

Pharma, which represents approximately 19% of net sales, rose 4% in 2014 compared to 2013, saw improving demand in the Americas during 2014, with single-digit increases both in instrument sales and in contributions from consumables and bioinformatics.

Academia, which represents approximately 22% of net sales, increased a modest 1% in 2014, delivered growth for the full year despite challenging funding conditions in the U.S. and other key markets, aided by a return to growth in instrument sales during the fourth quarter as well as higher contributions from consumables sales. QIAGEN continues to expect funding levels to improve in 2015 compared to 2014, but to remain below levels seen in earlier years.

Gross Profit

Gross profit was $864.9 million, or 64% of net sales, in 2014, up from $815.5 million, or 63% of net sales, in 2013. Consumable products (including sample and assay kits as well as bioinformatics solutions) have a higher gross margin than our instruments and service arrangements. Fluctuations in the sales levels of these products and services will have an impact on the gross margin between periods. Gross profit in 2014 and 2013, was impacted by charges of $26.4 million and $40.6 million, respectively, recorded in cost of sales in connection with internal restructuring efforts as well as those related to acquisitions. In 2014, these charges included $24.2 million in impairments and $2.2 million in contract termination costs. In 2013, these charges included $25.2 million in impairments, $6.5 million for contract termination costs, $5.1 million for the write-off of inventory, and $3.5 million for personnel costs.

Cost of sales includes amortization expense related to developed technology and patent and license rights acquired in a business combination. The amortization expense on acquisition-related intangibles within cost of sales increased slightly to $81.7 million in 2014 from $77.9 million in 2013. Acquisition-related intangible amortization would increase in the future should we make further acquisitions.

Research and Development

Research and development expenses increased by 12% to $163.6 million (12% of net sales) in 2014, compared to $146.1 million (11% of net sales) in 2013. Research and development expenses were minimally affected by currency exchange impacts in 2014. The increase in research and development expenses in 2014 primarily reflects our acquisitions of Ingenuity, CLC Bio and BIOBASE; regulatory activity in support of new products; and initiatives in markets such as bioinformatics and next-generation sequencing. Business combinations, along with the acquisition of new technologies, may continue to increase our research and development costs. As we continue to discover, develop and acquire new products and technologies, we expect to incur additional expenses related to facilities, licenses and employees engaged in research and development. Additionally, research and development costs are expected to increase as a result of seeking regulatory approvals, including U.S. FDA Pre-Market Approval (PMA), U.S. FDA 510(k) clearance and EU CE approval of certain assays or instruments. We have a strong commitment to innovation and expect to continue to make investments in our research and development efforts.

Sales and Marketing

Sales and marketing expenses increased 1% to $376.9 million (28% of net sales) in 2014 from $371.5 million (29% of net sales) in 2013. Sales and marketing expenses are primarily associated with personnel, commissions, advertising, trade shows, publications, freight and logistics expenses, medical device excise tax and other promotional expenses. The increase in sales and marketing expenses primarily reflects the acquisitions in 2014. The increase was partially offset by $5.1 million of favorable currency exchange impact in 2014. We anticipate that sales and marketing costs will continue to increase along with new product introductions and growth in sales of our products.

General and Administrative, Restructuring, Integration and Other

General and administrative, business integration, restructuring and related costs decreased by 36% to $126.6 million (9% of net sales) in 2014 from $199.1 million (15% of net sales) in 2013. The comparison was affected by $78.1 million in restructuring costs in 2013 related to internal restructuring of subsidiaries, including severance and retention costs, plus increased costs in connection with acquisitions, partially offset by operational efficiencies. This includes fixed and intangible asset impairment charges of $11.8 million primarily due to the discontinuation of development programs. The restructuring costs in 2013 primarily related to a project we began in late 2011 to enhance productivity by streamlining the organization and reallocating resources to strategic initiatives to help drive growth and innovation, strengthen our industry leadership position and improve longer-term profitability. In connection with the integration of the acquired companies, we aim to improve efficiency in general and administrative operations. Additionally, general and administrative, integration and related costs were favorably impacted by $1.3 million in currency impacts in 2014, compared to the same period of 2013. During 2014, we incurred acquisition transaction costs of approximately $2.0 million, primarily in connection with the acquisition of Enzymatics and BIOBASE. During 2013, we incurred acquisition transaction costs of approximately $2.0 million, primarily in connection with the acquisitions of Ingenuity and CLC bio. As we further integrate the acquired companies and pursue other opportunities to gain

efficiencies, we expect to continue to incur additional business integration and restructuring costs in 2015. Over time, we believe the integration and restructuring activities will reduce expenses as we improve efficiency in operations.

Acquisition-Related Intangible Amortization

Amortization expense related to developed technology and patent and license rights acquired in a business combination is included in cost of sales. Amortization of trademarks and customer base acquired in a business combination is recorded in operating expense under the caption “acquisition-related intangible amortization.” Amortization expenses of intangible assets not acquired in a business combination are recorded within cost of sales, research and development, or sales and marketing line items based on the use of the asset.

During 2014, amortization expense on acquisition-related intangibles within operating expense increased to $37.1 million, compared to $35.5 million in 2013. We expect acquisition-related intangible amortization will increase as a result of our future acquisitions.

Other Income (Expense)

Other expense was $42.3 million in 2014, compared to $26.0 million in 2013. Total other expense, net is primarily the result of interest expense and losses on foreign currency transactions partially offset by interest income and gains on foreign currency transactions. Additionally, for the year ended December 31, 2014, we recorded an impairment of $4.8 million to a cost method investment in other expense, net. Also, included in other expense, net is a $4.6 million loss recognized on the redemption of the $300 million loan payable to and subscription right with Euro Finance as discussed more fully in Note 15, "Lines of Credit and Debt."

For the year ended December 31, 2014, interest income increased to $4.0 million from $2.3 million in 2013. Interest income primarily reflects the changes in our cash and short-term investments and the changing interest rates thereon.

Interest expense increased to $39.3 million in 2014, compared to $30.9 million in 2013. Interest costs primarily relate to debt, discussed in Note 15 in the accompanying notes to the consolidated financial statements. Interest expense increased primarily as a result of the issuance of the Cash Convertible Notes in March 2014, partially offset by the repayment of the $300.0 million 2006 Notes during March 2014 as discussed in Note 15.

For the year ended December 31, 2014, foreign currency gains of $1.9 million were realized compared to a gain of $5.6 million in 2013.

Provision for Income Taxes

In 2014 and 2013, our effective tax rates were 1% and (85)%, respectively. Our operating subsidiaries are exposed to effective tax rates ranging from zero up to more than 40%. Fluctuations in the distribution of pre-tax (loss) income among our operating subsidiaries can lead to fluctuations of the effective tax rate in the consolidated financial statements. Our negative rates in 2013 are primarily the result of restructuring charges and impairments which are attributable to higher taxed jurisdictions. Income tax expense increased in 2014 compared to 2013, mainly reflecting improved operating results.

Year Ended December 31, 2013, Compared to 2012

Net Sales

In 2013, net sales increased 4% to $1.30 billion compared to $1.25 billion in 2012, driven by growth in all regions and led by Molecular Diagnostics (+7%) and Applied Testing (+6%) customer classes. Higher sales of consumables and other revenues (+5%) more than offset lower instrument sales (-4%). Total net sales growth was split about evenly between the existing product portfolio and the acquisitions of Ingenuity (acquired April 29, 2013), CLC bio (acquired August 22, 2013) and AmniSure International LLC (acquired May 3, 2012). Currency movements had little impact on total reported sales growth.

In 2013, consumable and related revenues (approximately 88% of net sales) rose 5% compared to 2012. Sales from the Ingenuity and CLC bio portfolios (acquired in 2013 and recorded in this product category) contributed to the performance in all customer classes. Sales of instruments (approximately 12% of net sales) declined 4% in 2013 compared to 2012 and reflect the impact of the focus on reaching multi-year reagent rental placements of the QIAsymphony automation platform.

Net sales in the Americas (+5%, 48% of net sales) advanced on higher contributions from Mexico, Brazil and the U.S. The Asia-Pacific / Japan region (+0%, 19% of net sales) advanced on sales gains in China and India, but these were offset by unfavorable currency movements. The Europe / Middle East / Africa region (+4%, 32% of net sales) rose on improving performance in particular in Turkey, the United Kingdom and the Nordic countries. The top seven emerging markets (China, Brazil, Turkey, Korea, India, Russia and Mexico) delivered 24% growth in 2013 and represented 14% of sales, with gains in many key markets more than offsetting weaker results in Korea.

Molecular Diagnostics, which represents approximately 50% of net sales, benefited in 2013 from important growth drivers, as high-single-digit gains in consumables more than offset lower instrument sales. In Prevention, the QuantiFERON-TB test for detection of latent tuberculosis (TB) grew more than 25% and represented approximately 6% of total net sales. Global results for HPV testing products (-4%, 16% of net sales) were mixed, as sales in the U.S. declined approximately 14% and in line with our expectations, while sales in the rest of the world advanced at a double-digit rate. In Profiling, the growing installed base of QIAsymphony platforms led to double-digit growth in consumables. Personalized Healthcare sales of companion diagnostic assays were higher despite challenging developments in the U.S. reimbursement landscape. We also entered into several new co-development projects during 2013, but revenues were significantly lower compared to 2012, due mainly to the timing of milestones. In Point of Need, the AmniSure portfolio maintained a double-digit growth pace.

Applied Testing, which represents approximately 8% of net sales, achieved 6% growth in 2013 compared to 2012, with this customer class returning to growth during the second half of the year. Solid gains in consumables more than offset lower instrument sales compared to the very strong performance in 2012, which included significant revenue contributions from the launch of the full QIAsymphony automation platform to these customers.

Pharma, which represents approximately 19% of net sales, rose 2% in 2013 compared to 2012 on growth of instruments and consumables in all geographic regions. The improved performance was underpinned by the first-time contributions of the Ingenuity and CLC bio acquisitions completed during 2013. Industry restructuring activities weighed on growth opportunities, particularly in Europe.

Academia, which represents approximately 23% of net sales, experienced a 2% decline in 2013 compared to 2012, reflecting the adverse impact in 2013 of increasingly challenging government funding trends, particularly in the U.S. with the implementation of sequestration budget cuts and austerity measures in certain European countries. Instrument sales declined at a mid-single-digit pace, while modest growth in consumables was driven by the first-time contributions of Ingenuity and CLC bio.

Gross Profit

Gross profit was $815.5 million, or 63% of net sales, in 2013, compared to $824.0 million, or 66% of net sales, in 2012. Consumable products (including sample and assay kits as well as bioinformatics solutions) have a higher gross margin than our instruments and service arrangements. Fluctuations in the sales levels of these products and services will have an impact on the gross margin between periods. Additionally in 2013, in connection with our restructuring efforts, a charge of $40.6 million was recorded in cost of sales, which consisted primarily of $25.2 million involved impairments primarily due to the discontinuation of development programs, $6.5 million for contract termination costs, $5.1 million for the write-off of inventory, and $3.5 million for personnel costs.

Amortization expense related to developed technology and patent and license rights acquired in a business combination is included in cost of sales. The amortization expense on acquisition-related intangibles within cost of sales decreased slightly to $77.9 million in 2013 from $78.5 million in 2012.

During 2012, a total of $3.1 million was expensed as acquisition and restructuring-related cost of sales. These included costs related to the relocation of production facilities as well as the write-up of acquired inventory to fair market value as a result of business combinations. In accordance with purchase accounting rules, acquired inventory was written up to fair market value and subsequently expensed as the inventory was sold. Additionally, we recorded reversals of $6.7 million related to changes in the fair value of contingent consideration and $4.6 million related to acquired contingent liabilities.

Research and Development

Research and development expenses increased by 19% to $146.1 million (11% of net sales) in 2013, compared to $122.5 million (10% of net sales) in 2012. Research and development expense was also negatively affected by $2.1 million of currency exchange impact in 2013. The increase in research and development expense in 2013 primarily reflects the May 2013 acquisition of Ingenuity.

Sales and Marketing

Sales and marketing expenses increased 8% to $371.5 million (29% of net sales) in 2013 from $343.5 million (27% of net sales) in 2012. Sales and marketing expenses are primarily associated with personnel, commissions, advertising, trade shows, publications, freight and logistics expenses, medical device excise tax and other promotional expenses. The increase in sales and marketing expenses primarily reflects the acquisitions in 2013 and the first year of medical-device excise tax. The increase was partially offset by $1.1 million of favorable currency exchange impact in 2013. On January 1, 2013, the United States began imposing a 2.3% excise tax on the sale, including leases, of any “taxable medical device,” that is any FDA-regulated device intended for human use, under the U.S. healthcare reform laws enacted in 2010. The excise tax is included in sales and marketing expense.

General and Administrative, Restructuring, Integration and Other

General and administrative, business integration, restructuring and related costs increased by 31% to $199.1 million (15% of net sales) in 2013 from $152.1 million (12% of net sales) in 2012. The net increase includes $78.1 million in restructuring costs in 2013 related to internal restructuring of subsidiaries, including severance and retention costs, plus increased costs in connection with our acquisitions, partially offset by operational efficiencies. This includes fixed and intangible asset impairment charges of $11.8 million primarily due to the discontinuation of development programs. The restructuring costs primarily relate to a project we began in late 2011 to enhance productivity by streamlining the organization and reallocating resources to strategic initiatives to help drive growth and innovation, strengthen our industry leadership position and improve longer-term profitability. This project eliminated organizational layers and overlapping structures. In connection with the integration of the acquired companies, we aim to improve efficiency in general and administrative operations. Additionally, general and administrative, integration and related costs increased by $2.5 million due to currency impact in 2013, compared to the same period of 2012. During 2013, we incurred acquisition transaction costs of approximately $2.0 million, primarily in connection with the acquisitions of Ingenuity and CLC bio.

Acquisition-Related Intangible Amortization

Amortization expense related to developed technology and patent and license rights acquired in a business combination is included in cost of sales. Amortization of trademarks and customer base acquired in a business combination is recorded in operating expense under the caption “acquisition-related intangible amortization.” Amortization expenses of intangible assets not acquired in a business combination are recorded within cost of sales, research and development, or sales and marketing line items based on the use of the asset.

During 2013, amortization expense on acquisition-related intangibles within operating expense decreased to $35.5 million, compared to $36.1 million in 2012.

Other Income (Expense)

Other expense was $26.0 million in 2013, compared to $24.7 million in 2012. Total other expense is primarily the result of interest expense partially offset by interest income and gains on foreign currency transactions.

For the year ended December 31, 2013, interest income decreased to $2.3 million from $2.4 million in 2012. Interest income primarily reflects the changes in our cash and short-term investments and the changing interest rates thereon.

Interest expense increased to $30.9 million in 2013, compared to $23.5 million in 2012. Interest costs primarily relate to debt, discussed in Note 15 in the accompanying notes to the consolidated financial statements. Interest expense increased primarily as a result of the $400.0 million of new senior unsecured notes issued in October 2012.

For the year ended December 31, 2013, foreign currency gains of $5.6 million were realized compared to a loss of $7.2 million in 2012.

Provision for Income Taxes

In 2013 and 2012, our effective tax rates were (85)% and 11%, respectively. Our operating subsidiaries are exposed to effective tax rates ranging from zero up to more than 40%. Fluctuations in the distribution of pre-tax (loss) income among our operating subsidiaries can lead to fluctuations of the effective tax rate in the consolidated financial statements. Our negative rates in 2013 are primarily the result of restructuring charges and impairments which are attributable to higher taxed jurisdictions.

Foreign Currencies

QIAGEN N.V.’s reporting currency is the U.S. dollar, and most of our subsidiaries’ functional currencies are the local currencies of the countries in which they are headquartered. All amounts in the financial statements of entities whose functional currency is not the U.S. dollar are translated into U.S. dollar equivalents at exchange rates as follows: (1) assets and liabilities at period-end rates, (2) income statement accounts at average exchange rates for the period, and (3) components of shareholders’ equity at historical rates. Translation gains or losses are recorded in shareholders’ equity, and transaction gains and losses are reflected in net income. The net (loss) gain on foreign currency transactions in 2014, 2013 and 2012 was $1.9 million, $5.6 million, and $(7.2) million, respectively, and is included in other income (expense), net.

Derivatives and Hedging. In the ordinary course of business, we use derivative instruments, including swaps, forwards and/or options, to manage potential losses from foreign currency and interest rate exposures. The principal objective of such derivative instruments is to minimize the risks and/or costs associated with global financial and operating activities. We do not utilize derivative or other financial instruments for trading or speculative purposes. We recognize all derivatives as either assets or liabilities on the balance sheet, measure those instruments at fair value and recognize the change in fair value in earnings in the period of change, unless the derivative qualifies as an effective hedge that offsets certain exposures. In determining fair value, we consider both the counterparty credit risk and our own creditworthiness. To determine our own credit risk, we estimated our

own credit rating by benchmarking the price of our outstanding debt to publicly-available comparable data from rated companies. Using the estimated rating, we quantify our credit risk by reference to publicly-traded debt with a corresponding rating.

Foreign Currency Derivatives. As a globally active enterprise, we are subject to risks associated with fluctuations in foreign currencies in our ordinary operations. This includes foreign currency-denominated receivables, payables, debt and other balance sheet positions, including intercompany items. We manage our balance sheet exposure on a group-wide basis primarily using foreign exchange forward and option contracts as well as cross-currency swaps.

Interest Rate Derivatives. We use interest rate derivative contracts on certain borrowing transactions to hedge interest rate exposures. We have entered into interest rate swaps in which we agree to exchange, at specified intervals, the difference between fixed and floating interest amounts calculated by reference to an agreed-upon notional principal amount.

Further details of our derivative and hedging activities can be found in Note 13 to the accompanying consolidated financial statements.

Liquidity and Capital Resources

To date, we have funded our business primarily through internally generated funds, debt, and private and public sales of equity. Our primary use of cash has been to support continuing operations and our investing activities including capital expenditure requirements and acquisitions. As of December 31, 2014 and 2013, we had cash and cash equivalents of $392.7 million and $330.3 million, respectively. We also had short-term investments of $184.0 million at December 31, 2014. Cash and cash equivalents are primarily held in U.S. dollars and euros, other than those cash balances maintained in the local currency of subsidiaries to meet local working capital needs. At December 31, 2014, cash and cash equivalents had increased by $62.4 million from December 31, 2013, primarily as a result of cash provided by operating activities of $288.0 million and financing activities of $192.8 million partially offset by cash used in investing activities of $407.6 million. As of December 31, 2014 and 2013, we had working capital of $717.1 million and $583.9 million, respectively.

Operating Activities. For the years ended December 31, 2014 and 2013, we generated net cash from operating activities of $288.0 million and $259.0 million, respectively. While net income was $117.2 million in 2014 non-cash components in income included $200.8 million of depreciation and amortization and $34.3 million of noncash charges, primarily impairments due to the restructuring activities discussed in Note 6. Operating cash flows include a net decrease in working capital of $71.6 million, primarily due to increased inventories and payments made in connection with restructuring activities. Because we rely heavily on cash generated from operating activities to fund our business, a decrease in demand for our products, longer collection cycles or significant technological advances of competitors would have a negative impact on our liquidity.

Investing Activities. Approximately $407.6 million of cash was used in investing activities during 2014, compared to $251.7 million during 2013. Investing activities during 2014 consisted principally of $420.2 million for purchases of short-term investments, partially offset by $275.8 million from the sale of short-term investments, $86.6 million in cash paid for purchases of property and equipment, primarily for our ongoing construction projects in the U.S., as well as $10.4 million paid for intangible assets. Cash paid for acquisitions, net of cash acquired, of $160.4 million was used primarily in the acquisition of Enzymatics as discussed in Note 5. As of December 31, 2014, we also had made investments of $9.4 million in privately held companies.

In recent years we have expanded our Hilden, Germany, and Germantown, Maryland, USA facilities. There are two new smaller scale expansion projects in Maryland that started in 2014 and are estimated to be completed in 2015. We anticipate being able to fund these expansions with cash generated by operating activities.

In connection with certain acquisitions, we could be required to make additional contingent cash payments totaling up to $88.4 million based on the achievement of certain revenue and operating results milestones as follows: $24.9 million in 2015, $25.7 million in 2016, $15.5 million in 2017, and $22.3 million payable in any 12-month period from now until 2029 based on the accomplishment of certain revenue targets. Of the $88.4 million total contingent obligation, approximately $17.5 million is accrued as of December 31, 2014.

Financing Activities. Financing activities provided $192.8 million in cash for the year ended December 31, 2014 compared to $68.8 million used in 2013. The net proceeds from the issuance of the Cash Convertible Notes and the Warrants, net of the cost of the purchased Call Options, were substantially used to fund the redemption of the 2006 Notes and related subscription right as discussed in Note 15 "Lines of Credit and Debt." Additionally, cash used during 2014 included $126.9 million for the purchase of treasury shares which was partially offset by $12.1 million for the issuance of common shares in connection with our stock plan.

In December 2014 we amended and extended the maturity of our €400 million syndicated revolving credit facility, which now has a contractual lifetime until December 2019 of which no amounts were utilized at December 31, 2014. The facility can be utilized in euro, U.K. pound or U.S. dollar and bears interest of 0.40% to 1.20% above three months EURIBOR, or LIBOR in

relation to any loan not in euro, and is offered with interest periods of one, two, three, six or twelve months. We have additional credit lines totaling €36.6 million with no expiration date, none of which were utilized as of December 31, 2014. We also have capital lease obligations, including interest, in the aggregate amount of $6.0 million, and carry $1.2 billion of long-term debt, of which $131.1 million is current as of December 31, 2014.

In March 2014, we issued $730.0 million aggregate principal amount of Cash Convertible Senior Notes of which $430.0 million is due in 2019 (2019 Notes) and $300.0 million is due in 2021 (2021 Notes). We refer to the 2019 Notes and the 2021 Notes, collectively as the “Cash Convertible Notes.” The aggregate net proceeds of the Cash Convertible Notes was $680.7 million at December 31, 2014, after payment of the net cost of the Call Spread Overlay described in Note 15, "Lines of Credit and Debt" and transaction costs. Interest on the Cash Convertible Notes is payable semiannually in arrears on March 19 and September 19 of each year, at rates of 0.375% and 0.875% per annum for the 2019 Notes and 2021 Notes, respectively, commencing on September 19, 2014. The 2019 Notes will mature on March 19, 2019 and the 2021 Notes will mature on March 19, 2021, unless repurchased or converted in accordance with their terms prior to such date.

We have notes payable, which are the long-term borrowings of the proceeds from the issuances of $150.0 million senior unsubordinated convertible notes, with a 1.5% coupon due in 2024 through QIAGEN Finance (2004 Notes). The 2004 Notes are convertible into our common shares at a conversion price of $12.6449, subject to adjustment. In connection with conversions of $14.9 million of the 2004 Notes, we repaid $14.5 million of the debt to QIAGEN Finance. At December 31, 2014, $130.5 million is included in short-term debt for the amount of the notes payable to QIAGEN Finance. The $130.5 million note payable has an effective rate of 1.8% and a maturity date of February 2024 but is due on demand in connection with conversions. QIAGEN N.V. has guaranteed the 2004 Notes and has agreements with QIAGEN Finance to issue shares to the note holders in the event of conversion. These subscription rights, along with the related receivable, are recorded at fair value in the equity of QIAGEN N.V. as paid-in capital. In March 2014, we redeemed the $300 million note and subscription right with QIAGEN Euro Finance for $372.5 million. In January 2015, we successfully tendered for all outstanding 2004 Notes at an initial price of 180.12% of the notional amount outstanding. The tender price is subject to adjustment based on the price of our common shares from the initial settlement date until March 31, 2015. The notes have been canceled.

In October 2012, we completed a private placement through the issuance of new senior unsecured notes at a total amount of $400 million with a weighted average interest rate of 3.66% (settled on October 16, 2012). The notes were issued in three series: (1) $73 million 7-year term due in 2019 (3.19%); (2) $300 million 10-year term due in 2022 (3.75%); and (3) $27 million 12-year term due in 2024 (3.90%). Approximately €170 million (approximately $220 million) of proceeds from the notes were used to repay amounts outstanding under our short-term revolving credit facility. The remainder of the proceeds provides additional resources to support QIAGEN's longer-term business expansion.

In 2012, our Supervisory Board approved a program authorizing management to purchase up to a total of $100 million of our common shares (excluding transaction costs).We completed this share repurchase program in April 2013 having repurchased, between October 2012 and April 2013, a total of 5.1 million QIAGEN shares for an aggregate cost of $99.0 million.

In 2013, we announced a second share buyback program, to purchase up to another $100 million of our Common Shares (excluding transaction costs). We completed the share repurchase program in June 2014 having repurchased between September 2013 and June 2014 a total of approximately 4.4 million QIAGEN shares for a total aggregate cost of $100.4 million (including performance fees).

In July 2014, we announced the launch of our third $100 million share repurchase program to purchase up to another $100 million of our common shares (excluding transaction costs). In 2014, 2.1 million QIAGEN shares were repurchased for $49.1 million (excluding transaction costs). Repurchased shares will be held in treasury in order to satisfy obligations for exchangeable debt instruments and employee share-based remuneration plans.

We expect that cash from financing activities will continue to be impacted by issuances of our common shares in connection with our equity compensation plans and that the market performance of our stock will impact the timing and volume of the issuances. Additionally, we may make future acquisitions or investments requiring cash payments, the issuance of additional equity or debt financing.

We believe that funds from operations, existing cash and cash equivalents, together with the proceeds from our public and private sales of equity, and availability of financing facilities, will be sufficient to fund our planned operations and expansion during the coming year. However, any global economic downturn may have a greater impact on our business than currently expected, and we may experience a decrease in the sales of our products, which could impact our ability to generate cash. If our future cash flows from operations and other capital resources are not adequate to fund our liquidity needs, we may be required to obtain additional debt or equity financing or to reduce or delay our capital expenditures, acquisitions or research and development projects. If we could not obtain financing on a timely basis or at satisfactory terms, or implement timely reductions in our expenditures, our business could be adversely affected.

Off-Balance Sheet Arrangements

Other than our arrangements with QIAGEN Finance as discussed in the notes to the consolidated financial statements, we did not use special purpose entities and do not have off-balance sheet financing arrangements as of and during the years ended December 31, 2014, 2013 and 2012.

Contractual Obligations

As of December 31, 2014, our future contractual cash obligations, including interest, are as follows:

Contractual Obligations (in thousands)	Payments Due by Period						
	Total	2015	2016	2017	2018	2019	Thereafter
Long-term debt	$ 1,305,650	$ 148,403	$ 17,290	$ 17,297	$ 17,303	$ 524,374	$ 580,983
Capital lease obligations	6,024	1,552	1,584	1,366	1,522	—	—
Operating leases	61,002	17,437	12,515	9,873	7,027	5,331	8,819
Purchase obligations	114,170	71,569	17,785	9,222	8,174	7,420	—
License and royalty payments	10,554	1,783	1,787	1,737	1,600	1,531	2,116
Total contractual cash obligations	$ 1,497,400	$ 240,744	$ 50,961	$ 39,495	$ 35,626	$ 538,656	$ 591,918

In addition to the above and pursuant to purchase agreements for several of our recent acquisitions, we could be required to make additional contingent cash payments totaling up to $88.4 million based on the achievement of certain revenue and operating results milestones as follows: $24.9 million in 2015, $25.7 million in 2016, $15.5 million in 2017, and $22.3 million, payable in any 12-month period from December 31, 2014 until 2029 based on the accomplishment of certain revenue targets, the launch of certain products or the grant of certain patent rights. As of December 31, 2014, we have accrued $17.5 million.

Liabilities associated with uncertain tax positions, including interest and penalties, are currently estimated at $17.1 million and are not included in the table above, as we cannot reasonably estimate when, if ever, an amount would be paid to a government agency. Ultimate settlement of these liabilities is dependent on factors outside of our control, such as examinations by each agency and expiration of statutes of limitation for assessment of additional taxes.

Critical Accounting Policies, Judgments and Estimates

The preparation of our financial statements in accordance with accounting principles generally accepted in the United States requires management to make assumptions that affect the reported amounts of assets, liabilities and disclosure of contingencies as of the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Critical accounting policies are those that require the most complex or subjective judgments often as a result of the need to make estimates about the effects of matters that are inherently uncertain. Thus, to the extent that actual events differ from management's estimates and assumptions, there could be a material impact to the financial statements. In applying our critical accounting policies, at times we used accounting estimates that either required us to make assumptions about matters that were highly uncertain at the time the estimate was made or it is reasonably likely that changes in the accounting estimate may occur from period to period that would have a material impact on the presentation of our results of operations, financial position or cash flows. Our critical accounting policies are those related to revenue recognition, share-based compensation, income taxes, investments, variable interest entities, goodwill and other intangible assets, purchase price allocation and fair value measurements. We reviewed the development, selection, and disclosure of our critical accounting policies and estimates with the Audit Committee of our Supervisory Board.

Revenue Recognition. We recognize revenue when four basic criteria are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectability is reasonably assured. Determination of criteria (3) and (4) could require management's judgments regarding the fixed nature of the fee charged for services rendered and products delivered and the collectability of those fees. While the majority of our sales agreements contain standard terms and conditions, we do enter into agreements that contain multiple elements or non-standard terms and conditions. Sometimes interpretation of the sales agreement or contract for multiple-element arrangements is complex in determining whether there is more than one unit of accounting and if so, how and when revenue should be recognized for each element is subject to certain estimates or assumptions. We record revenue as the separate elements are delivered to the customer if the delivered item has value on a stand-alone basis and delivery or performance of the undelivered item is probable and substantially in our control. Revenue is allocated according to the relative selling price method. Should changes in conditions cause management to determine that these criteria are not met for certain future transactions, revenue recognized for any reporting period could be adversely affected.

Share-Based Compensation. Our stock plan, the QIAGEN N.V. Amended and Restated 2005 Stock Plan (the Plan), allows for the granting of stock rights, incentive stock options, as well as for non-qualified options, stock grants and stock-based awards. We use the Black-Scholes-Merton valuation model for estimating the fair value of our stock option grants. Option valuation models, including Black-Scholes-Merton, require the input of highly subjective assumptions, including the risk-free rate of interest, expected dividend yield, expected volatility, and the expected life of the award. Changes in the assumptions used can materially affect the grant date fair value of an award. For details on the assumptions and methodologies used in determining the fair value of stock options, refer to Note 20 of the Notes to Consolidated Financial Statements.

Income Taxes. Calculation of our tax provision is complex due to our international operations and the multiple taxing jurisdictions in which we operate. Some of our deferred tax assets relate to net operating losses (NOL). The utilization of NOLs is not assured and is dependent on generating sufficient taxable income in the future. Although management believes it is more likely than not that we will generate sufficient taxable income to utilize substantially all NOL carryforwards, evaluating the NOLs related to our newer subsidiaries requires us to make estimates that we believe are reasonable, but may also be highly uncertain given that we do not have direct experience with these subsidiaries or their products. Thus the estimates may be subject to significant changes from period to period as we gain that experience. To the extent that our estimates of future taxable income are insufficient to utilize all available NOLs, a valuation allowance will be recorded in the provision for income taxes in the period the determination is made, and the deferred tax assets will be reduced by this amount, which could be material. In the event that actual circumstances differ from management's estimates, or to the extent that these estimates are adjusted in the future, any changes to the valuation allowance could materially impact our financial position and results of operations.

Investments. We have equity investments accounted for under the cost method. We periodically review the carrying value of these investments for permanent impairment, considering factors such as the most recent stock transactions, book values from the most recent financial statements, and forecasts and expectations of the investee. Estimating the fair value of these nonmarketable equity investments in biotech companies is inherently subjective, and if actual events differ from management's assumptions, it could require a write-down of the investment that could materially impact our financial position and results of operations.

In addition, generally accepted accounting principles require different methods of accounting for an investment depending on the level of influence that we exert. Assessing the level of influence involves subjective judgments. If management's assumptions with respect to its level of influence differ in future periods and we therefore have to account for these investments under a method other than the cost method, it could have a material impact to our financial statements.

Variable Interest Entities. We have made strategic investments in certain companies as more fully described in Note 10 to the Consolidated Financial Statements, some of which are variable interest entities. FASB ASC Topic 810 requires a company to consolidate a variable interest entity in which it holds a variable interest if it is designated as the primary beneficiary of that entity even if the company does not have a majority of voting interests. A variable interest entity is generally defined as an entity with insufficient equity to finance its activities or where the owners of the entity lack the risk and rewards of ownership. Assessing the requirements of ASC Topic 810 involves subjective judgments. If management's assumptions with respect to the criteria differ in future periods, and we therefore have to account for these investments under a different method, it could have a material impact on our financial statements.

Goodwill and Other Intangible Assets. We assess goodwill for impairment at least annually in the absence of an indicator of possible impairment and immediately upon an indicator of possible impairment. Goodwill is deemed to be impaired if we determine that the carrying value of our reporting unit is more than the fair value. Due to the numerous variables associated with our judgments and assumptions relating to the valuation of reporting units and the effects of changes in circumstances affecting these valuations, both the precision and reliability of the resulting estimates are subject to uncertainty. As additional information becomes known, we may change our estimates.

In the fourth quarter of 2014, we performed our annual impairment assessment of goodwill (using data as of October 1, 2014). We performed our goodwill impairment testing on a single reporting unit basis which is consistent with our reporting structure. In testing for potential impairment, we measured the estimated fair value of our business based upon discounted future operating cash flows using a discount rate reflecting our estimated average cost of funds. Differences in assumptions used in projecting future operating cash flows and cost of funds could have a significant impact on the determination of impairment amounts. In estimating future cash flows, we used our internal budgets. Our budgets were based on recent sales data for existing products, planned timing of new product launches or capital projects, and customer commitments related to new and existing products. These budgets also included assumptions of future production volumes and pricing. Based on the sensitivity analysis performed, we determined that in the event that our estimates of projected future cash flows were too high by 10%, there would still be no impact on the reported value of goodwill. We concluded that no impairment existed at October 1, 2014 or through December 31, 2014.

Purchase Price Allocation. The purchase price allocation for acquisitions requires extensive use of accounting estimates and judgments to allocate the purchase price to the identifiable tangible and intangible assets acquired, including in-process research

and development, and liabilities assumed based on their respective fair values. An acquisition may include contingent consideration as part of the purchase price. Contingent consideration is accounted for at fair value at the acquisition date with subsequent changes to the fair value being recognized in earnings. Additionally, we must determine whether an acquired entity is considered to be a business or a set of net assets, because a portion of the purchase price can only be allocated to goodwill in a business combination.

We have made several acquisitions in recent years. The purchase prices for the acquisitions were allocated to tangible and intangible assets acquired and liabilities assumed based on their estimated fair values at the acquisition dates. We engaged an independent third-party valuation firm to assist us in determining the estimated fair values of in-process research and development and identifiable intangible assets. Such a valuation requires significant estimates and assumptions, including but not limited to determining the timing and estimated costs to complete the in-process projects, projecting regulatory approvals, estimating future cash flows, and developing appropriate discount rates. We believe the estimated fair values of contingent consideration and assets acquired and liabilities assumed are based on reasonable assumptions. However, the fair value estimates for the purchase price allocations may change during the allowable allocation period, which is up to one year from the acquisition dates, if additional information becomes available.

Fair Value Measurements. We have categorized our assets and liabilities that are measured at fair value, based on the priority of the inputs to the valuation techniques, in a three-level fair value hierarchy: Level 1 - using quoted prices in active markets for identical assets or liabilities; Level 2 - using observable inputs other than quoted prices; and Level 3 – using unobservable inputs. We primarily apply the market approach for recurring fair value measurements, maximize our use of observable inputs and minimize our use of unobservable inputs. We utilize the mid-point price between bid and ask prices for valuing the majority of our assets and liabilities measured and reported at fair value. In addition to using market data, we make assumptions in valuing assets and liabilities, including assumptions about risk and the risks inherent in the inputs to the valuation technique.

Certain of our derivative instruments, which are classified in Level 2 of the fair value hierarchy, are valued using industry-standard models that consider various inputs, including time value, volatility factors, and current market and contractual prices for the underlying instruments, as well as other relevant economic measures. Substantially all of these inputs are observable in the marketplace throughout the full term of the instrument, can be derived from observable data or are supported by observable prices at which transactions are executed in the marketplace.

Certain of our acquisitions involve contingent consideration, the payment of which is contingent on the occurrence of future events. Contingent consideration is classified in Level 3 of the fair value hierarchy and is initially recognized at fair value as a cost of the acquisition. After the acquisition, the contingent consideration liability is remeasured each reporting period. The fair value of contingent consideration is measured predominantly on unobservable inputs such as assumptions about the likelihood of achieving specified milestone criteria, projections of future financial performance, assumed discount rates and assumed weightings applied to potential scenarios in deriving a probability weighted fair value. Significant judgment is used in developing these estimates and assumptions both at the acquisition date and in subsequent periods. If actual events differ from management's estimates, or to the extent these estimates are adjusted in the future, our financial condition or results of operations could be affected in the period of any change.

For other fair value measurements, we generally use an income approach to measure fair value when there is not a market observable price for an identical or similar asset or liability. This approach utilizes management’s best assumptions regarding expectations of projected cash flows, and discounts the expected cash flows using a commensurate risk-adjusted discount rate.

The above listing is not intended to be a comprehensive list of all our accounting policies. In many cases, the accounting treatment of a particular transaction is specifically dictated by generally accepted accounting principles in the United States, with limited or no need for management’s judgment. There are also areas in which management’s judgment in selecting available alternatives may or may not produce a materially different result. See our audited consolidated financial statements and notes thereto in Item 18 of this Annual Report, containing a description of accounting policies and other disclosures required by generally accepted accounting principles in the United States.

Recent Authoritative Pronouncements

For information on recent accounting pronouncements impacting our business see Note 2 of the Notes to Consolidated Financial Statements included in Item 18.

Item 6. Directors, Senior Management and Employees

Managing Directors and Supervisory Directors are appointed annually for the period beginning on the date following the Annual General Meeting of our shareholders up to and including the date of the Annual General Meeting held in the following year.

Our Supervisory Directors and Managing Directors for the year ended December 31, 2014 and their ages as of January 31, 2015, are as follows:

Managing Directors:

Name	Age	Position
Peer M. Schatz	49	Managing Director, Chief Executive Officer
Roland Sackers	46	Managing Director, Chief Financial Officer

Supervisory Directors:

Name	Age	Position
Dr. Werner Brandt	61	Chairman of the Supervisory Board, Supervisory Director and Chairman of the Selection and Appointment Committee
Stéphane Bancel	42	Supervisory Director, Member of the Compensation Committee, Audit Committee and Science and Technology Committee
Dr. Metin Colpan	60	Supervisory Director and Chairman of the Science and Technology Committee
Prof. Dr. Manfred Karobath	74	Vice-Chairman of the Supervisory Board, Supervisory Director, Chairman of the Compensation Committee and Member of the Science and Technology Committee
Prof. Dr. Elaine Mardis	52	Supervisory Director and Member of the Science and Technology Committee
Lawrence A. Rosen	57	Supervisory Director and Chairman of the Audit Committee
Elizabeth E. Tallett	65	Supervisory Director, Member of the Audit Committee and Compensation Committee

The following is a brief summary of the background of each of the Supervisory Directors and Managing Directors. References to “QIAGEN” and the “Company” in relation to periods prior to April 29, 1996 mean QIAGEN GmbH and its consolidated subsidiaries:

Managing Directors

Peer M. Schatz, 49, joined QIAGEN in 1993, when the Company had just 30 employees and revenues of approximately $2 million, and has been Chief Executive Officer since January 1, 2004. He was Chief Financial Officer between 1993 and 2003 and became a member of the Managing Board in 1998. Mr. Schatz was previously a partner in a private management buyout group in Switzerland, worked in finance and systems positions in Sandoz, Ltd. and Computerland AG, and participated in the founding of start-up companies in the computer and software trading industry in Europe and the United States. Mr. Schatz graduated from the University of St. Gallen, Switzerland, with a Master's degree in Finance in 1989 and obtained an M.B.A. in Finance from the University of Chicago Graduate School of Business in 1991. He is a former member of the Supervisory Board of Evotec AG and a former member of the Managing Board of PMS Asset Management GmbH. Mr. Schatz served as a member of the German Corporate Governance Commission from 2002 to 2012. He is a board member of AdvaMedDx, an advocacy dedicated to issues facing the in vitro diagnostics industry in the United States and Europe, and ALDA (the Analytical, Life Science and Diagnostics Association), a trade association of developers and suppliers in these fields. He is also chairman of the board of directors of QIAGEN Marseille S.A., a majority-owned subsidiary of QIAGEN that was acquired in 2011.

Roland Sackers, 46, joined the Company in 1999 as Vice President Finance and has been Chief Financial Officer since 2004. In 2006, Mr. Sackers became a member of the Managing Board. Between 1995 and 1999, he served as an auditor with Arthur Andersen Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft. Mr. Sackers earned a degree as Diplom-Kaufmann from the Westfälische Wilhelms-Universität Münster, Germany, after studying business administration. He is a former member of the Supervisory Board and Audit Committee of IBS AG and a former member of the board of directors of Operon Biotechnologies, Inc. Mr. Sackers is a board member of the industry association BIO Deutschland. He is also a non-executive director and chair of the audit committee of Immunodiagnostic Systems Holding (IDS), a leading producer of immunological tests for research and diagnostic applications publicly listed in the United Kingdom, as well as a member of the board of directors and head of the audit committee of QIAGEN Marseille S.A., a majority-owned subsidiary of QIAGEN that was acquired in 2011.

Supervisory Directors

Stéphane Bancel, 42, joined the Company's Supervisory Board as well as the Compensation Committee in 2013 and joined the Audit Committee and Science and Technology Committee in 2014. He is President and Founding Chief Executive Officer of Moderna Therapeutics, Inc., a start-up biotechnology company based in Cambridge, Massachusetts, which is advancing multiple drug development programs involving messenger RNA therapeutics. Before joining Moderna, Mr. Bancel served for

five years as Chief Executive Officer of the French diagnostics company bioMérieux SA. Prior to bioMérieux, he was Managing Director of Eli Lilly in Belgium and Executive Director of Global Manufacturing Strategy and Supply Chain at Eli Lilly in Indianapolis, Indiana, after having started at Lilly in Great Britain. Before joining Eli Lilly, Mr. Bancel served as Asia-Pacific Sales and Marketing Director for bioMérieux while based in Tokyo, Japan. He holds a Master of Engineering degree from École Centrale Paris (ECP), a Master of Science in Chemical Engineering from the University of Minnesota and an M.B.A. from Harvard Business School.

Dr. Werner Brandt, 61, joined the Company's Supervisory Board in 2007 and is Chairman of the Supervisory Board. He is also Chairman of the Selection and Appointment Committee, and he served from 2007 to 2014 as Chairman of the Audit Committee. Dr. Brandt was a member of the Executive Board and the Chief Financial Officer of SAP SE from 2001 until his retirement from SAP in 2014. For some years from 2010 onwards he also held the position of Labor Relations Director. From 1999 to 2001, he was a member of the Executive Board and Chief Financial Officer of the German-American healthcare company, Fresenius Medical Care AG, where he also served as Labor Relations Director. From 1992 to 1999, Dr. Brandt was a member of the Managing Board of Baxter Deutschland GmbH and Vice President for European Operations. Dr. Brandt began his career in 1981 at the former Price Waterhouse GmbH (now PricewaterhouseCoopers) in Frankfurt. Dr. Brandt completed his doctorate in business administration from the Technical University of Darmstadt, Germany in 1991, after studying business administration at the University of Nuremberg-Erlangen, Germany from 1976 to 1981. Dr. Brandt is currently Chairman of the Supervisory Board of ProSiebenSat.1 Media AG, a member of the Supervisory Board of Deutsche Lufthansa AG, a member of the Supervisory Board of RWE AG and a member of the Supervisory Board of OSRAM Licht AG (where he is Chairman of the Audit Committee).

Dr. Metin Colpan, 60, is a co-founder of QIAGEN and was the Company's Chief Executive Officer and a Managing Director from 1985 through 2003. Dr. Colpan has been a member of the Supervisory Board since 2004 and has served as Chairman of the Science and Technology Committee since 2014. Dr. Colpan obtained his Ph.D. and M.S. in Organic Chemistry and Chemical Engineering from the Darmstadt Institute of Technology in 1983. Prior to founding QIAGEN, Dr. Colpan was an Assistant Investigator at the Institute for Biophysics at the University of Düsseldorf. Dr. Colpan has had wide experience in separation techniques and in the separation and purification of nucleic acids in particular, and has filed many patents in the field. Dr. Colpan also serves as a Supervisory Board member of Qalovis Farmer Automatic Energy GmbH, Laer, Germany, and EM Brake Systems AG, Schloss-Holte. Dr. Colpan previously served as a Supervisory Board member of Ingenium Pharmaceuticals AG, GenPat77 Pharmacogenetics AG, GPC Biotech AG and Morphosys AG, each in Munich, Germany.

Professor Dr. Manfred Karobath, 74, has been a member of the Supervisory Board since 2000 and joined the Compensation Committee in 2005. He has served as a member of our Science and Technology Committee since 2014. Prof. Dr. Karobath studied medicine, and from 1967 to 1980 he worked first in the Dept. of Biochemistry of the University of Vienna and, after a stage as postdoctoral fellow, he joined the Dept. of Psychiatry where he became Professor of Biological Psychiatry. In 1980, he joined Sandoz Pharma in Basel, first in drug discovery, and later becoming Senior Vice President and head of R&D. In 1992, Prof. Dr. Karobath joined Rhone Poulenc Rorer (RPR) as President of R&D and Executive Vice President, and later, he became a member of the boards of directors of RPR, Pasteur Mérieux Connought, Centeon and Rhone Poulenc Pharma. He has received several scientific awards and has published 92 scientific papers.

Professor Dr. Elaine Mardis, 52, joined the Company's Supervisory Board and its Science and Technology Committee in 2014. Since 2014 she has served on the Scientific Advisory Board of Ingenuity Systems, Inc. Dr. Mardis holds over two decades experience in DNA preparation and sequencing-based research. She is the Robert E. and Louise F. Dunn Distinguished Professor of Medicine at George Washington University and also serves as Co-Director of its Genome Institute where she has worked since 1993. Prof. Dr. Mardis serves on several study sections of the U.S. National Institutes of Health, is an editorial board member of *Molecular Cancer Research, Annals of Oncology*, and Disease Models and Mechanisms and acts as a reviewer for Nature and The New England Journal of Medicine. Prof. Dr. Mardis also serves on the scientific advisory boards of QIAGEN Silicon Valley (formerly Ingenuity) and Regeneron Genomics Center. Between 2008 and 2009 she served on the board of directors of Applied Biosytems, Inc. Prof. Dr. Mardis is also Professor in the Department of Genetics, with an adjunct appointment in the Department of Molecular Microbiology at Washington University. Prior to joining the Washington University faculty, she was a senior research scientist at Bio-Rad Laboratories in Hercules, California. Prof. Dr. Mardis received her Bachelor of Science in Zoology in 1984 and her Ph.D. in Chemistry and Biochemistry in 1989 from the University of Oklahoma.

Lawrence A. Rosen, 57, joined the Company's Supervisory Board as well as the Audit Committee in 2013 and has served as the committee's chairman since 2014. Mr. Rosen is a member of the Board of Management and Chief Financial Officer of Deutsche Post DHL. Holding this position since 2009, Mr. Rosen is in charge of controlling, corporate accounting and reporting, investor relations, corporate finance, corporate internal audit and security, taxes, as well as the group's global business services. Prior to joining Deutsche Post DHL, Mr. Rosen served as Chief Financial Officer of Fresenius Medical Care AG & Co. KGaA in Germany from 2003 to 2009. Prior to that, he was Senior Vice President and Treasurer for Aventis SA in Strasbourg, France. Between 1984 and 2000, Mr. Rosen held different positions at the Aventis predecessor companies Hoechst

AG and American Hoechst/Hoechst Celanese Inc. Mr. Rosen, who is a U.S. citizen, holds a Bachelor in Business Administration from the State University of New York and an M.B.A. from the University of Michigan.

Elizabeth E. Tallett, 65, joined the Company's Supervisory Board as well as the Audit Committee and Compensation Committee in 2011. Ms. Tallett was a Principal of Hunter Partners, LLC, a management company for early to mid-stage pharmaceutical, biotechnology and medical device companies, from 2002 until February 2015. Ms. Tallett will continue to consult with early stage health care companies. Her senior management experience includes President and CEO of Transcell Technologies Inc., President of Centocor Pharmaceuticals, member of the Parke-Davis Executive Committee, and Director of Worldwide Strategic Planning for Warner-Lambert Company. Ms. Tallett graduated from Nottingham University, England with dual Bachelor's degrees with honors in mathematics and economics. She is a member of the board of directors of Principal Financial Group, Inc. (where she is currently the Lead Director), WellPoint, Inc. and Meredith Corp. She is a former director of Varian, Inc., Immunicon, Inc., Varian Semiconductor Equipment Associates, Inc., Coventry Health Care, Inc. and IntegraMed America, Inc. Ms. Tallett was a founding board member of the Biotechnology Council of New Jersey and is a Trustee of Solebury School in Pennsylvania.

Prof. James E. Bradner, M.D., 42, has been selected as a member of the Supervisory Board as of January 2015, and will be proposed for election at the Company's Annual General Meeting in June 2015. Dr. Bradner is Associate Director of the Center for the Science of Therapeutics (CSofT) at the Broad Institute where he has worked since 2004, as well as an attending physician in the Department of Hematology-Oncology at the Dana-Farber Cancer Institute. Among other roles, he also serves as an Associate Professor of Medicine at Harvard Medical School. He is a founder of Acetylon Pharmaceuticals, SHAPE Pharmaceuticals, Tensha Therapeutics, and Syros Pharmaceuticals. Dr. Bradner received his A.B. in Biochemistry from Harvard University in 1994 and his M.D. from The University of Chicago in 1999.

Compensation of Managing Board Members and Supervisory Directors

Remuneration policy

The objective of our remuneration policy is to attract and retain the talented, highly qualified international leaders and skilled individuals, who enable QIAGEN to achieve its short and long term strategic initiatives and operational excellence. Our remuneration policy aligns remuneration with individual performance, corporate performance and fosters sustainable growth and long term value creation in the context of QIAGEN’s social responsibility and stakeholders’ interest.

The remuneration policy and overall remuneration levels are benchmarked regularly, against a selected group of companies and key markets in which QIAGEN operates, to ensure overall competitiveness. QIAGEN participates in various compensation benchmarking surveys that provide information on the level, as well as the structure, of compensation awarded by various companies and industries for a broad range of positions around the world. The companies in the peer group are selected on the basis of market capitalization, competitors for talent, similar complexity and international spread, operating in similar industries.

The performance of the Managing Board members is measured annually against a written set of goals. The remuneration of the Managing Board members is linked to the achievement of QIAGEN’s strategic and financial goals. To ensure that remuneration is linked to performance, a significant proportion of the remuneration package is variable and contingent on performance of the individual and the company. These goals are set at ambitious levels each year to motivate and drive performance, with a focus on achieving both long term strategic initiatives and short-term objectives based on the annual operative planning. Performance metrics used for these goals include the achievement of financial and non-financial targets.

The remuneration package of the Managing Board members consists of a combination of base salary, short term variable cash award and several elements of long term incentives (together, ‘total direct compensation’). In addition, the members of the Managing Board receive a pension arrangement and other benefits that are standard in our industry, such as a company car.

The total target remuneration package of the Managing Board members is appropriately set against a variety of factors which includes external and internal equity, experience, complexity of the position, scope and responsibilities. We aim to provide the members of the Managing Board a total direct compensation at market median level.

The structure of the remuneration package for the Managing Board is designed to balance short term operational excellence with long term sustainable value creation while taking into account the interests of its stakeholders. As such a significant part of the total remuneration of the Managing Board members consist of variable remuneration which can differ substantially from year to year depending on our corporate results and individual performance and may include equity-based compensation which may be subject to vesting conditions over a period of 10 years.

The remuneration policies for the Managing Board and for other senior management members of QIAGEN are generally aligned and consistent.

Managing Board compensation

The compensation granted to the members of the Managing Board in 2014 consisted of a fixed salary and variable components, with the significant majority of compensation awarded in the form of QIAGEN share units that are restricted for a long multi-year period to align management with the interests of shareholders and other stakeholders. Variable compensation included annual payments linked to business performance (annual bonus), as well as long-term equity incentives that were awarded based on individual performance.

Stock options granted to the Managing Board members must have an exercise price that is higher than the market price at the time of grant. Restricted Stock Units granted to the Managing Board members, vest over a 10-year period. Performance Stock Units are subject to long-term vesting periods and contingent upon the achievement of several financial goals over a multi-year period.

In 2013, QIAGEN issued Performance Stock Units that are directly linked with the future achievement of QIAGEN's five-year business plan as well as implemented mandatory minimum holding levels of QIAGEN shares for a group of approximately 50 managers. The financial targets for vesting of the new Performance Stock Units are based on three-year goals as defined within QIAGEN's five-year business plan covering the period from 2014 until the end of 2016. The targets for vesting were set and approved by the Supervisory Board, and they consist of specific quantitative goals for net sales, earnings before interest and taxes (EBIT), return on invested capital (ROIC) and QIAGEN Value Added (QVA), a new steering metric that measures the ability of QIAGEN to generate returns and exceed its cost of capital.

In 2014, the General Meeting of Shareholders approved a new remuneration policy for the Managing Board which states that future annual regular equity-based compensation grants to members of the Managing Board shall primarily consist of performance stock units. Grants of stock options and restricted stock units which are based on time vesting only shall no longer be granted on a regular basis and shall be reserved for use as special equity incentive rewards in certain situations.

For the year ended December 31, 2014, the Managing Board members received the following compensation:

	Annual Compensation				Long-Term Compensation	
Name	**Fixed Salary**	**Variable Cash Bonus**	**Other [1]**	**Total**	**Defined Contribution Benefit Plan**	**Restricted Stock Units**
Managing Board						
Peer M. Schatz	$ 1,375,000	570,000	5,000	$1,950,000	$ 86,000	383,469
Roland Sackers	$ 601,000	210,000	45,000	$ 856,000	$ 89,000	116,344

(1) Amounts include, among others, reimbursed personal expenses such as tax consulting. We also occasionally reimburse our Managing Directors' personal expenses related to attending out-of-town meetings but not directly related to their attendance. Amounts do not include the reimbursement of certain expenses relating to travel incurred at the request of QIAGEN, other reimbursements or payments that in total did not exceed $10,000 or tax amounts paid by the Company to tax authorities in order to avoid double-taxation under multi-tax jurisdiction employment agreements.

Supervisory Board compensation

In early 2014, we conducted a board remuneration benchmark review of 36 peer companies of similar size and complexity in similar industries, including biotechnology, life science supplies, diagnostics and pharmaceuticals. Based on the results of this review, the Supervisory Board remuneration was aligned to the applicable market standards to reflect our nexus to the European Markets as a Dutch company as well as our U.S. focus as a NASDAQ listed company subject to U.S. regulations and the fact that three of the seven Supervisory Board members are residing in the United States.

The Supervisory Board compensation for 2014 consists of fixed retainer compensation and additional retainer amounts for Chairman and Vice Chairman. Annual remuneration of the Supervisory Board members is as follows:

Fee payable to the Chairman of the Supervisory Board	$110,000
Fee payable to the Vice Chairman of the Supervisory Board	$70,000
Fee payable to each member of the Supervisory Board	$57,500
Additional compensation payable to members holding the following positions:	
Chairman of the Audit Committee	$25,000
Chairman of the Compensation Committee	$18,000
Chairman of the Selection and Appointment Committee and other board committees	$12,000
Fee payable to each member of the Audit Committee	$15,000
Fee payable to each member of the Compensation Committee	$11,000
Fee payable to each member of the Selection and Appointment Committee and other board committees	$6,000

Further, the Supervisory Board members will be reimbursed for tax consulting costs incurred in connection with the preparation of their tax returns up to an amount of €5,000 per person per fiscal year.

Supervisory board members also receive a variable component, in the form of share-based compensation. We did not pay any agency or advisory service fees to members of the Supervisory Board.

For the year ended December 31, 2014, the Supervisory Board members received the following compensation:

Name	Fixed Remuneration	Chairman/ Vice-Chairman Committee	Committee Membership	Total[2]	Restricted Stock Units
Supervisory Board[1]					
Stéphane Bancel	$ 57,500	—	24,000	$ 81,500	10,000
Dr. Werner Brandt	$ 96,666	16,333	2,000	$ 114,999	10,000
Dr. Metin Colpan	$ 57,500	6,000	—	$ 63,500	10,000
Prof. Dr. Manfred Karobath	$ 65,834	18,000	9,000	$ 92,834	10,000
Prof. Dr. Elaine Mardis	$ 28,750	—	3,000	$ 31,750	—
Lawrence A. Rosen	$ 57,500	16,667	5,000	$ 79,167	10,000
Elizabeth E. Tallett	$ 57,500	—	26,000	$ 83,500	10,000

(1) Former Supervisory Director and Chairman of the Board Prof. Dr. Dr. h.c. Detlev Riesner did not stand for re-election at the Annual General Meeting in 2014. For his board service during the 2014 year he received total compensation of $51,250. Prof. James E. Bradner, M.D. was not a member of the Supervisory Board as of December 31, 2014. He will be proposed for election at the Company's Annual General Meeting in June 2015.

(2) Supervisory Directors are reimbursed for travel costs and for any value-added tax to be paid on their remuneration. These reimbursements are excluded from the amounts presented herein.

The following table sets forth the vested and unvested options and stock awards of our officers and directors as of January 31, 2015:

Name [1]	Total Vested Options	Total Unvested Options	Expiration Dates	Exercise Prices	Total Unvested Restricted and Performance Stock Units
Peer M. Schatz	909,100	136,609	5/6/2015 to 2/28/2023	$11.98 to $22.43	2,282,826
Roland Sackers	152,220	43,901	2/28/2018 to 2/28/2023	$15.59 to $22.43	741,972
Stéphane Bancel	—	—	—	—	10,000
Dr. Werner Brandt	7,372	521	4/29/2018 to 2/28/2022	$15.59 to $22.43	36,343
Dr. Metin Colpan	29,314	521	5/6/2015 to 2/28/2022	$11.98 to $22.43	36,881
Prof. Dr. Manfred Karobath	29,314	521	5/6/2015 to 2/28/2022	$11.98 to $22.43	36,881
Lawrence A. Rosen	—	—	—	—	10,000
Elizabeth E. Tallett	1,042	521	2/28/2022	$15.59	30,000

(1) Prof. James E. Bradner, M.D. was not a member of the Supervisory Board as of January 31, 2015. He will be proposed for election at the Company's Annual General Meeting in June 2015.

Committees of the Supervisory Board

The Supervisory Board has established an Audit Committee, a Compensation Committee, a Selection and Appointment Committee and a Science and Technology Committee from among its members and can establish other committees as deemed beneficial. The Supervisory Board has approved charters under which each of the committees operates. These charters are published on our website www.qiagen.com. The committees are comprised of the following members:

Name of Supervisory Director	Independent	Member of Audit Committee	Member of Compensation Committee	Member of Selection and Appointment Committee	Member of Science and Technology Committee
Dr. Werner Brandt	•			• (Chairman)	
Stéphane Bancel	•	•	•		•
Prof. Dr. Elaine Mardis	•				•
Dr. Metin Colpan	•				• (Chairman)
Prof. Dr. Manfred Karobath	•		• (Chairman)	•	•
Lawrence A. Rosen	•	• (Chairman)			
Elizabeth E. Tallett	•	•	•		

We believe that all of our Supervisory Directors meet the independence requirements set forth in the Dutch Corporate Governance Code (the Dutch Code). We further believe that all Supervisory Board Directors except for Dr. Metin Colpan qualify as independent under the Marketplace Rules of the NASDAQ Stock Market. Pursuant to the NASDAQ rules, a majority of the Supervisory Directors must qualify as independent, as defined in the Rules. In 2012, Dr. Colpan was not considered to be independent due to his consulting arrangement with the Company under which Dr. Colpan provided scientific advisory services to the Company in 2011, 2010 and 2009. In January 2012, the agreement under which Dr. Colpan provided scientific consulting services terminated.

Audit Committee

The Audit Committee currently consists of three members, Mr. Rosen (Chairman), Ms. Tallett and Mr. Bancel, and meets at least quarterly. The Audit Committee members are appointed by the Supervisory Board and serve for a term of one year. We believe that all members of our Audit Committee meet the independence requirements as set forth in Rule 10A-3 of the Securities Exchange Act of 1934, as amended, and the Marketplace Rules of the NASDAQ. The Board has designated Mr.

Rosen as an “audit committee financial expert” as that term is defined in the United States Securities and Exchange Commission rules adopted pursuant to the Sarbanes-Oxley Act of 2002 and as defined in provisions III.3.2 and III.5.7 of the Dutch Code. The Audit Committee performs a self-evaluation of its activities on an annual basis.

The Audit Committee's primary duties and responsibilities include, among other things, to serve as an independent and objective party to monitor QIAGEN's accounting and financial reporting process and internal risk management, control and compliance systems. The Audit Committee also is directly responsible for proposing the external auditor to the Supervisory Board, which then proposes the appointment of the external auditor to the General Meeting. Further, the Audit Committee is responsible for the compensation and oversight of QIAGEN’s external auditor and for providing an open avenue of communication among the external auditor as well as the Management Board and the Supervisory Board. Our Internal Audit department operates under the direct responsibility of the Audit Committee. Further, the Audit Committee is responsible to establish complaint procedures, including confidential, anonymous submission by employees of concerns, for the receipt, retention and treatment of complaints received regarding accounting, internal accounting controls, or auditing matters. The Audit Committee discusses our financial accounting and reporting principles and policies and the adequacy of our internal accounting, financial and operating controls and procedures with the external auditor and management; considers and approves any recommendations regarding changes to our accounting policies and processes; reviews with management and the external auditor our quarterly earnings reports prior to their release to the press; and reviews the quarterly and annual reports (reported on Forms 6-K and 20-F) to be furnished to or filed with the Securities and Exchange Commission and the Deutsche Boerse. The Audit Committee met nine times in 2014 and met with the external auditor excluding members of the Managing Board in July 2014. The Audit Committee reviews major financial risk exposures, pre-approves related-party transactions, and reviews any legal matter including compliance topics that could have a significant impact on the financial statements.

Compensation Committee

The Compensation Committee’s primary duties and responsibilities include, among other things, the preparation of a proposal for the Supervisory Board concerning the Remuneration Policy for the Managing Board to be adopted by the General Meeting, the preparation of a proposal concerning the individual compensation of Managing Board members to be adopted by the Supervisory Board and the preparation of the Remuneration Report on compensation policies for the Managing Board to be adopted by the Supervisory Board. The Compensation Committee reviews and approves all equity-based compensation, reviews and approves the annual salaries, bonuses and other benefits of executive officers, and reviews general policies relating to employee compensation and benefits. The Remuneration Report reviews the implementation of the Remuneration Policy in the most recent year and provides an outline of the Remuneration Policy for the future. The Compensation Committee currently consists of three members, Professor Karobath (Chairman), Ms. Tallett and Mr. Bancel. Members are appointed by the Supervisory Board and serve for a term of one year. The Compensation Committee met five times in 2014.

Selection and Appointment Committee

The Selection and Appointment (Nomination) Committee is primarily responsible for the preparation of selection criteria and appointment procedures for members of the Supervisory Board and Managing Board as well as the periodic evaluation of the scope and composition of the Managing Board and the Supervisory Board, including the profile of the Supervisory Board. Additionally, the Selection and Appointment Committee periodically evaluates the functioning of individual members of the Managing Board and Supervisory Board, reporting these results to our Supervisory Board. It also proposes the (re-) appointments of members of our Managing Board and Supervisory Board and supervises the policy of our Managing Board in relation to selection and appointment criteria for senior management. Current members of the Selection and Appointment Committee are Dr. Brandt (Chairman) and Professor Karobath. Members are appointed by the Supervisory Board and serve for a one-year term. The Selection and Appointment Committee met one time in 2014.

Science and Technology Committee

The Science and Technology Committee is primarily responsible for reviewing and monitoring research and development projects, programs, budgets, infrastructure management and overseeing the management risks related to the Company's portfolio and information technology platforms. The Science and Technology Committee provides understanding, clarification and validation of the fundamental technical basis of the Company's businesses in order to enable the Supervisory Board to make informed, strategic business decisions and vote on related matters, and to guide the Managing Board to ensure that powerful, global, world-class science is developed, practiced and leveraged throughout the Company to create shareholder value. The current members of the Science and Technology Committee are Dr. Colpan (Chairman), Professor Karobath, Stéphane Bancel and Professor Elaine Mardis. Members are appointed by the Supervisory Board and serve for a term of one year. The Science and Technology Committee met five times in 2014.

Share Ownership

The following table sets forth certain information as of January 31, 2015 concerning the ownership of Common Shares by our directors and officers. In preparing the following table, we have relied on information furnished by such persons.

Name and Country of Residence	Shares Beneficially Owned [1] Number		Percent Ownership [2]
Peer M. Schatz, Germany	2,128,664	(3)	0.92%
Roland Sackers, Germany	15,000	(4)	*
Stéphane Bancel, United States	—		—
Dr. Werner Brandt, Germany	18,508	(5)	*
Dr. Metin Colpan, Germany	4,154,674	(6)	1.79%
Prof. Dr. Manfred Karobath, Austria	12,728	(7)	*
Prof. Dr. Elaine Mardis, United States	—		—
Lawrence A. Rosen, Germany	—		—
Elizabeth Tallett, United States	—	(8)	—

* Indicates that the person beneficially owns less than 0.5% of the Common Shares issued and outstanding as of January 31, 2015.

(1) The number of Common Shares outstanding as of January 31, 2015 was 232,054,077.

(2) The persons and entities named in the table have sole voting and investment power with respect to all shares shown as beneficially owned by them and have the same voting rights as shareholders with respect to Common Shares.

(2) Does not include Common Shares subject to options or awards held by such persons at January 31, 2015. See footnotes below for information regarding options now exercisable or that could become exercisable within 60 days of the date of this table.

(3) Does not include 999,756 shares issuable upon the exercise of options now exercisable or that could become exercisable within 60 days from the date of this table having exercise prices ranging from $11.985 to $22.430 per share. Options expire in increments during the period between 5/2015 and 2/2023. Does not include 374,194 shares issuable upon the release of unvested stock awards that could become releasable within 60 days from the date of this table.

(4) Does not include 181,661 shares issuable upon the exercise of options now exercisable or that could become exercisable within 60 days from the date of this table having exercise prices ranging from $15.590 to $22.430 per share. Options expire in increments during the period between 2/2018 and 2/2023. Does not include 121,712 shares issuable upon the release of unvested stock awards that could become releasable within 60 days from the date of this table.

(5) Does not include 7,893 shares issuable upon the exercise of options now exercisable or that could become exercisable within 60 days from the date of this table having exercise prices ranging from $15.590 to $22.430 per share. Options expire in increments during the period between 4/2018 and 2/2022. Does not include 4,384 shares issuable upon the release of unvested stock awards that could become releasable within 60 days from the date of this table.

(6) Does not include 29,835 shares issuable upon the exercise of options now exercisable or that could become exercisable within 60 days from the date of this table having exercise prices ranging from $11.985 to $22.430 per share. Options expire in increments during the period between 5/2015 and 2/2022. Includes 3,348,703 shares held by CC Verwaltungs GmbH, of which Dr. Colpan is the sole stockholder and 800,000 shares held by Colpan GbR. Does not include 4,384 shares issuable upon the release of unvested stock awards that could become releasable within 60 days from the date of this table.

(7) Does not include 29,835 shares issuable upon the exercise of options now exercisable or that could become exercisable within 60 days from the date of this table having exercise prices ranging from $11.985 to $22.430 per share. Options expire in increments during the period between 5/2015 and 2/2022. Does not include 4,384 shares issuable upon the release of unvested stock awards that could become releasable within 60 days from the date of this table.

(8) Does not include 1,563 shares issuable upon the exercise of options now exercisable or that could become exercisable within 60 days from the date of this table having exercise prices of $15.59 per share. Options expire on 2/2022. Does not include 2,172 shares issuable upon the release of unvested stock awards that could become releasable within 60 days from the date of this table.

Employees

As of December 31, 2014, we employed 4,339 individuals, of which 22% worked in research and development, 37% in sales, 24% in production/logistics, 7% in marketing and 10% in administration.

Region	Research & Development	Sales	Production	Marketing	Administration	Total
Americas	168	530	289	74	107	1,168
Europe	733	587	629	172	283	2,404
Asia Pacific & Rest of World	50	494	99	63	61	767
December 31, 2014	**951**	**1,611**	**1,017**	**309**	**451**	**4,339**

At December 31, 2013 and 2012, we employed 4,015 and 3,999 individuals, respectively. None of our employees are represented by a labor union or subject to a collective bargaining agreement. Management believes that its relations with employees are good.

Stock Plans

We adopted the QIAGEN N.V. Amended and Restated 2005 Stock Plan (the 2005 Plan) which was approved by our shareholders on June 14, 2005. It will expire by its terms in April 2015, at which time no further awards will be able to be granted under the plan. Pursuant to the 2005 Plan, stock rights, which include options to purchase our Common Shares, stock grants and stock-based awards, may be granted to employees and consultants of QIAGEN and its subsidiaries and to Supervisory Directors. An aggregate of 31.0 million Common Shares have been reserved for issuance pursuant to the 2005 Plan, subject to certain antidilution adjustments. Options granted pursuant to the 2005 Plan may either be incentive stock options within the meaning of Section 422 of the United States Internal Revenue Code of 1986, as amended (the Code), or non-qualified stock options. Options granted to members of the Supervisory Board and the Managing Board must have an exercise price that is higher than the market price at the time of grant. Generally, each of the options has a term of ten years, subject to earlier termination in the event of death, disability or other termination of employment. The vesting and exercisability of certain stock rights will be accelerated in the event of a Change of Control, as defined in the agreements under the 2005 Plan.

The Plan is administered by the Compensation Committee of the Supervisory Board, which selects participants from among eligible employees, consultants and directors and determines the number of shares subject to the stock-based award, the length of time the award will remain outstanding, the manner and time of the award's vesting, the price per share subject to the award and other terms and conditions of the award consistent with the Plan. The Compensation Committee's decisions are subject to the approval of the Supervisory Board.

In connection with the acquisition of Digene Corporation during the third quarter of 2007, the Company assumed three additional equity incentive plans and exchanged Digene stock options and awards into the Company's Common Shares. No new grants will be made under these plans.

On June 25, 2014, our shareholders approved the QIAGEN N.V. 2014 Stock Plan, which will replace the 2005 Stock Plan in April 2015. An aggregate of 9.1 million Common Shares will be reserved for issuance pursuant to the 2014 Stock Plan, subject to certain antidilution adjustments.

The Compensation Committee has the power, subject to Supervisory Board approval, to interpret the plans and to adopt such rules and regulations (including the adoption of “sub plans” applicable to participants in specified jurisdictions) as it may deem necessary or appropriate. The Compensation Committee or the Supervisory Board may at any time amend the plans in any respect, subject to Supervisory Board approval, and except that (i) no amendment that would adversely affect the rights of any participant under any option previously granted may be made without such participant's consent and (ii) no amendment shall be effective prior to shareholder approval to the extent such approval is required to ensure favorable tax treatment for incentive stock options or to ensure compliance with Rule 16b-3 under the United States Securities Exchange Act of 1934, as amended (the Exchange Act) at such times as any participants are subject to Section 16 of the Exchange Act.

As of January 31, 2015, there were 2.5 million options outstanding with exercise prices ranging between $10.76 and $23.54 and expiring between February 3, 2015 and October 31, 2023. The exercise price of the options is the fair market value of the Common Shares as of the date of grant or a premium above fair market value. Additionally, there were 9.1 million stock unit awards outstanding as of January 31, 2015. These awards will be released between February 26, 2015 and October 31, 2024. As of January 31, 2015, options to purchase 1.3 million Common Shares and 3.2 million stock unit awards were held by the officers and directors of QIAGEN, as a group.

Item 7. Major Shareholders and Related Party Transactions

The following table sets forth certain information as of December 31, 2014, concerning the ownership of Common Shares of each holder of greater than 5% ownership. None of these holders have any different voting rights than other holders of our Common Shares.

Name and Country of Residence	Shares Beneficially Owned Number		Percent Ownership [1]
PRIMECAP Management Company, United States	22,284,066	(2)	9.60%
BlackRock, Inc., United States	17,621,191	(3)	7.59%
Franklin Resources, Inc., United States	24,953,574	(4)	10.75%

(1) The percentage ownership was calculated based on 232,022,931 Common Shares outstanding as of December 31, 2014.

(2) Of the 22,284,066 shares attributed to PRIMECAP Management Company, it has sole voting power and sole dispositive power over all 22,284,066 shares. This information is based solely on the Schedule 13G filed by PRIMECAP Management Company with the Securities and Exchange Commission on February 13, 2015, which reported ownership as of December 31, 2014.

(3) Of the 17,621,191 shares attributed to BlackRock, Inc., it has sole voting power and sole dispositive power over all 17,621,191 shares. This information is based solely on the Schedule 13G filed by BlackRock, Inc. with the Securities and Exchange Commission on January 26, 2015, which reported ownership as of December 31, 2014.

(4) Of the 24,953,574 shares attributed to Franklin Resources, Inc. it has sole voting power and sole dispositive power over all 24,953,574 shares. This information is based solely on the Schedule 13G filed by Franklin Resources Inc. with the Securities and Exchange Commission on February 17, 2015, which reported ownership as of December 31, 2014.

Our common stock is traded on the NASDAQ Global Select Market in the United States and on the Prime Standard Segment of the Frankfurt Stock Exchange in Germany. A significant portion of our shares are held electronically in the account of a stockbroker, therefore we generally have no way of determining who our shareholders are, their geographical location or how many shares a particular shareholder owns. As of January 31, 2015 there were 157 shareholders of record of our Common Shares.

Control of Registrant

To our knowledge, we are not directly or indirectly owned or controlled by another corporation, by any foreign government, or by any other natural or legal person. As of January 31, 2015, the officers and directors of QIAGEN as a group beneficially owned 6.3 million Common Shares, or 2.73% of the then outstanding Common Shares.

Related Party Transactions

We have a 100% interest in QIAGEN Finance (Luxembourg) S.A. (QIAGEN Finance) which was established for the purpose of issuing convertible debt. As discussed in Note 10, QIAGEN Finance is a variable interest entity for which we do not hold any variable interests and are not the primary beneficiary, thus it is not consolidated. Accordingly, the convertible debt is not included in the consolidated statements of QIAGEN N.V., though QIAGEN N.V. does report the full obligation of the debt through its liabilities to QIAGEN Finance. As of December 31, 2014 and 2013, we had loans payable to QIAGEN Finance of $130.5 million and $145.0 million, respectively, accrued interest due to QIAGEN Finance of $3.9 million and $4.3 million, respectively and also had amounts receivable from QIAGEN Finance of $3.0 million and $3.4 million. The amounts receivable are related to subscription rights which are recorded net in the equity of QIAGEN N.V. as paid-in capital. In January 2015, we repaid the $130.5 million loan to QIAGEN Finance.

We have a 100% interest in QIAGEN Euro Finance (Luxembourg) S.A. (Euro Finance), which was established for the purpose of issuing convertible debt. Euro Finance was a variable interest entity for which we did not hold any variable interests and were not the primary beneficiary, thus it was not consolidated in 2013. As of December 31, 2013, we had a loan payable to Euro Finance of $300.0 million, accrued interest due to Euro Finance of $2.6 million and amounts receivable from Euro Finance of $1.3 million. The loan payable to Euro Finance was redeemed together with all accrued interest in the first quarter of 2014.

In June 2013, we collected $1.6 million from a loan receivable due from a company in which we also hold an interest.

During 2012 we entered into a development and license agreement with a company in which we also hold an interest. Under the terms of this agreement we paid a total of $7.7 million in 2013.

In 2011, we had a consulting agreement with Dr. Metin Colpan, our former Chief Executive Officer and current Supervisory Board member, pursuant to which Dr. Colpan is paid a fee of EUR 2,750 per day for consulting services, subject to adjustment. In January 2012, the agreement under which Dr. Colpan provided scientific consulting services terminated and accordingly, no payments were made in 2012 under this agreement.

From time to time, we have transactions with other companies in which we hold an interest all of which are individually and in the aggregate immaterial, as summarized in the table below.

Year ending December 31, (in thousands)	2014	2013
Net sales	**$ 1,567**	$ 6,193
Accounts receivable	**$ 1,797**	$ 5,680
Accounts payable	**$ 1,397**	$ 537

Item 8. Financial Information

See Item 18.

Legal Proceedings

For information on legal proceedings, see Note 19 of the Notes to Consolidated Financial Statements.

While no assurances can be given regarding the outcome of proceedings described in Note 19, based on information currently available, we believe that the resolution of these matters is unlikely to have a material adverse effect on our financial position or results of future operations for QIAGEN N.V. as a whole. However, because of the nature and inherent uncertainties of litigation, should the outcomes be unfavorable, certain aspects of our business, financial condition, and results of operations and cash flows could be materially adversely affected.

Statement of Policy on Dividend Distribution

We have not paid any dividends on our Common Shares since our inception and do not intend to pay any dividends on our Common Shares in the foreseeable future. We intend to retain our earnings, if any, for the development of our business.

Item 9. The Offer and Listing

Effective July 3, 2006, our Common Shares began trading on the NASDAQ Global Select Market under the symbol QGEN. Previously, since February 15, 2005, our Common Shares had been quoted on the NASDAQ National Market under the symbol QGEN. Prior to that, since June 27, 1996, our Common Shares had been quoted on the NASDAQ National Market under the symbol QGENF. The following tables set forth the annual high and low sale prices for the last five years, the quarterly high and low sale prices for the last two years, and the monthly high and low sale prices for the last six months of our Common Shares on the NASDAQ Global Select and NASDAQ National Market, as applicable.

	High ($)	Low ($)
Annual:		
2010	24.00	16.86
2011	22.20	12.47
2012	19.41	14.05
2013	24.74	18.30
2014	25.32	19.46

	High ($)	Low ($)
Quarterly 2013:		
First Quarter	22.20	18.44
Second Quarter	21.27	18.30
Third Quarter	21.95	19.28
Fourth Quarter	24.74	20.52
Quarterly 2014:		
First Quarter	24.82	20.33
Second Quarter	24.83	19.46
Third Quarter	25.32	22.66
Fourth Quarter	24.29	20.73
Quarterly 2015:		
First Quarter (through February 25, 2015)	24.98	22.11

	High ($)	Low ($)
Monthly:		
September 2014	24.56	22.66
October 2014	23.84	20.73
November 2014	24.19	23.32
December 2014	24.29	22.35
January 2015	23.88	22.11

From September 25, 1997, to December 31, 2002, our Common Shares were traded on the Frankfurt Stock Exchange Neuer Markt under the symbol QIA and with the security code number 901626. As of January 1, 2003, the trading of our Common Shares was transferred to the Prime Standard Segment of the Frankfurt Stock Exchange, where QIAGEN is a member of the TecDAX, an index of the 30 leading technology companies in Germany not included in the benchmark DAX index. The following table sets forth the annual high and low sale prices for the last five years, the quarterly high and low sale prices for the last two years, and the monthly high and low sale prices for the last six months of our Common Shares on the Prime Standard.

	High (EUR)	Low (EUR)
Annual:		
2010	17.87	12.06
2011	15.25	9.07
2012	15.05	10.69
2013	18.15	13.67
2014	19.64	14.38

	High (EUR)	Low (EUR)
Quarterly 2013:		
First Quarter	16.55	13.75
Second Quarter	16.76	13.67
Third Quarter	16.34	14.84
Fourth Quarter	18.15	15.12
Quarterly 2014:		
First Quarter	18.20	14.76
Second Quarter	18.15	14.38
Third Quarter	18.90	17.30
Fourth Quarter	19.64	16.15
Quarterly 2015:		
First Quarter (through February 25, 2015)	22.01	18.72

	High (EUR)	Low (EUR)
Monthly:		
September 2014	18.90	17.95
October 2014	19.03	16.15
November 2014	19.41	18.55
December 2014	19.64	17.91
January 2015	21.07	18.72

Item 10. Additional Information

Memorandum and Articles of Association

We are a public company with limited liability (*naamloze vennootschap*) incorporated under Dutch law and registered with the Dutch Trade Register under file number 12036979. Set forth below is a summary of certain provisions of our full Articles of Association, as lastly amended on June 30, 2011 (the Articles), and Dutch law, where appropriate. The Dutch Corporate Governance Code, (the Dutch Code), that was published on December 9, 2003 (and revised on December 10, 2008) contains principles of good corporate governance and best practice provisions. The Dutch Code contains the principles and concrete provisions which the persons involved in a listed company (including Managing Board members and Supervisory Board members) and stakeholders should observe in relation to one another. A listed company should either comply with, or if not, explain in its annual report why and to what extent it does not comply, with the best practice provisions of the Dutch Code. The Dutch Code has been taken into account in the summary below.

This summary does not purport to be complete and is qualified in its entirety by reference to the Articles, Dutch Law and the Dutch Code.

Corporate Purpose

Our objectives include, without limitation, the performance of activities in the biotechnology industry, as well as incorporating, acquiring, participating in, financing, managing and having any other interest in companies or enterprises of any nature, raising and lending funds and such other acts as may be conducive to our business.

Managing Directors

QIAGEN shall be managed by a Managing Board consisting of one or more Managing Directors under the supervision of the Supervisory Board. The Managing Directors must take into account our interests and our business and the interests of all stakeholders (which includes but is not limited to our shareholders). Managing Directors shall be appointed by the General Meeting of our shareholders upon the joint meeting of the Supervisory Board and the Managing Board, or Joint Meeting, having made a binding nomination for each vacancy. However, the General Meeting may at all times overrule the binding nature of such a nomination by a resolution adopted by at least a two-thirds majority of the votes cast, if such majority represents more than half the issued share capital. This is different from the provisions of many American corporate statutes, including the Delaware General Corporation Law, which give the directors of a corporation greater authority in choosing the

executive officers of a corporation. Under our Articles, the General Meeting may suspend or dismiss a managing director at any time. The Supervisory Board shall also at all times be entitled to suspend (but not to dismiss) a Managing Director. The Articles provide that the Supervisory Board may adopt management rules governing the internal organization of the Managing Board.

Furthermore, the Supervisory Board shall determine the salary, the bonus, if any, and the other compensation terms and conditions of employment of the Managing Directors within the scope of the remuneration policy. The remuneration policy of the Managing Board has been adopted in our Annual General Meeting on June 25, 2014.

Under Dutch law, in the event that there is a conflict of interest between a Managing Director and us on a certain matter, that Managing Director shall not participate in the discussions and voting on that matter. If all our managing directors have a conflict of interest, such resolution shall be adopted by the Supervisory Board. If all Supervisory Directors have a conflict of interest as well, the General Meeting will be authorized to resolve on such matter. According to the Dutch Code, any conflict of interest or apparent conflict of interest between the company and Managing Directors should be avoided. Decisions to enter into transactions under which Managing Directors would have conflicts of interest that are of material significance to the Company and/or to the relevant Managing Director require the approval of the Supervisory Board.

Supervisory Directors

The Supervisory Board shall be responsible for supervising the policy pursued by the Managing Board and our general course of affairs. Under our Articles, the Supervisory Directors are required to serve our interests and our business and the interest of all stakeholders (which includes but is not limited to our shareholders) in fulfilling their duties. The Supervisory Board shall consist of such number of members as the Joint Meeting may from time to time determine, with a minimum of three members. The Supervisory Directors shall be appointed by the General Meeting upon the Joint Meeting having made a binding nomination for each vacancy. If during a financial year a vacancy occurs in the Supervisory Board, the Supervisory Board may appoint a Supervisory Director who will cease to hold office at the next Annual General Meeting. Under Dutch law and the Dutch Code, a Supervisory Director must excuse him or herself in the case of any conflict of interest. If all Supervisory Directors have a conflict of interest, the relevant resolution shall be adopted by the General Meeting. Decisions to enter into transactions under which a Supervisory Director would have a conflict of interest that are of material significance to QIAGEN and/or to the Supervisory Director concerned, require the approval of the Supervisory Board.

Under Dutch law and the Dutch Code, the General Meeting determines the compensation of the Supervisory Directors upon the proposal of the Compensation Committee. Any shares held by a Supervisory Director in the company on whose board he sits should be long-term investments.

Under our Articles, the General Meeting may suspend or dismiss a Supervisory Director at any time. This is different from the provisions of many American corporate statutes, including the Delaware General Corporation Law, which provides that directors may vote to fill vacancies on the board of directors of a corporation.

Liability of Managing Directors and Supervisory Directors

Under Dutch law, as a general rule, Managing Directors and Supervisory Directors are not liable for obligations we incur. Under certain circumstances, however, they may become liable, either towards QIAGEN (internal liability) or to others (external liability), although some exceptions are described below.

Liability towards QIAGEN

Failure of a Managing or Supervisory Director to perform his or her duties does not automatically lead to liability. Liability is only incurred in the case of a clear, indisputable shortcoming about which no reasonably judging business-person would have any doubt. In addition, the Managing or Supervisory Director must be deemed to have been grossly negligent. Managing Directors are jointly and severally liable for failure of the Managing Board as a whole, but an individual Managing Director will not be held liable if he or she is determined not to have been responsible for the mismanagement and has not been negligent in preventing its consequences. Supervisory Directors are jointly and severally liable for failure of the Supervisory Board as a whole, but an individual Supervisory Director will not be held liable if he or she is determined not to have been responsible for the mismanagement and has not been negligent in preventing its consequences.

Liability for Misrepresentation in Annual Accounts

Managing and Supervisory Directors are also jointly and severally liable to any third party for damages suffered as a result of misrepresentation in the annual accounts, annual report or interim statements of QIAGEN, although a Managing or Supervisory Director will not be held liable if found not to be personally responsible for the misrepresentation. Moreover, a Managing or Supervisory Director may be found to be criminally liable if he or she deliberately publishes false annual accounts or deliberately allows the publication of such false annual accounts.

Tort Liability

Under Dutch law, there can be liability if one has committed a tort (*onrechtmatige daad*) against another person. Although there is no clear definition of "tort" under Dutch law, breach of a duty of care towards a third party is generally considered to be a tort. Therefore, a Dutch corporation may be held liable by any third party under the general rule of Dutch laws regarding tort claims. In exceptional cases, Managing Directors and Supervisory Directors have been found liable on the basis of tort under Dutch common law, but it is generally difficult to hold a Managing or Supervisory Director personally liable for a tort claim. Shareholders cannot base a tort claim on any losses which derive from and coincide with losses we suffered. In such cases, only we can sue the Managing or Supervisory Directors.

Criminal Liability

Under Dutch law, if a legal entity has committed a criminal offence, criminal proceedings may be instituted against the legal entity itself as well as against those who gave order to or were in charge of the forbidden act. As a general rule, it is held that a Managing Director is only criminally liable if he or she played a reasonably active role in the criminal act.

Indemnification

Article 27 of our Articles provides that we shall indemnify every person who is or was a Managing Director or Supervisory Director against all expenses (including attorneys' fees) judgments, fines and amounts paid in settlement with respect to any threatened pending or completed action, suit or proceeding as well as against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of an action or proceeding, if such person acted in good faith and in a manner he reasonably could believe to be in or not opposed to our best interests. An exception is made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his or her duty to us.

Classes of Shares

The authorized classes of our shares consist of Common Shares, Financing Preference Shares and Preference Shares. No Financing Preference Shares or Preference Shares have been issued.

Common Shares

Common Shares are issued in registered form only. Common Shares are available either without issue of a share certificate, or Type I shares, or with issue of a share certificate, or Type II shares, in either case in the form of an entry in the share register. At the discretion of the Supervisory Board, Type I shares may be issued and the holders of such Type I shares will be registered in either our shareholders register with American Stock Transfer & Trust Company, or New York Transfer Agent, our transfer agent and registrar in New York, or our shareholder register with TMF FundServices B.V., Westblaak 89, NL-3012 KG Rotterdam, the Netherlands. The Type II shares are registered with our New York Transfer Agent.

The transfer of registered shares requires that we issue a written instrument of transfer and the written acknowledgement of such transfer (or, in the case of Type II shares, the New York Transfer Agent (in our name)), and surrender of the share certificates, if any, to us or (in our name) to the New York Transfer Agent. Upon surrender of a share certificate for the purpose of transfer of the relevant shares, we (or the New York Transfer Agent in our name) acknowledge the transfer by endorsement on the share certificate or by issuance of a new share certificate to the transferee, at the discretion of the Managing Board.

Financing Preference Shares

No Financing Preference Shares are currently issued or outstanding. If issued, Financing Preference Shares will be issued in registered form only. No share certificates are issued for Financing Preference Shares. Financing Preference Shares must be fully paid up upon issue. The preferred dividend rights attached to Financing Preference Shares are described under "Dividends" below. We have no present plans to issue any Financing Preference Shares.

Preference Shares

No Preference Shares are currently issued or outstanding. If issued, Preference Shares will be issued in registered form only. No share certificates are issued for Preference Shares. Only 25% of the nominal value thereof is required to be paid upon subscription for Preference Shares. The obligatory payable part of the nominal amount (or the call) must be equal for each Preference Share. The Managing Board may, subject to the approval of the Supervisory Board, resolve on which day and up to which amount a further call must be paid on Preference Shares which have not yet been paid up in full. The preferred dividend rights attached to Preference Shares are described under "Dividends" below.

Pursuant to our Articles and the resolution adopted by our General Meeting on June 16, 2004, QIAGEN's Supervisory Board is entitled to resolve to issue Preference Shares in case of an intended take-over of our Company by (i) any person who alone or with one or more other persons, directly or indirectly, have acquired or given notice of an intent to acquire (beneficial) ownership of an equity stake which in aggregate equals 20% or more of our share capital then outstanding or (ii) an "adverse person" as determined by the Supervisory Board. For this purpose, an "adverse person" is generally any (legal) person, alone or together with affiliates or associates, with an equity stake in our Company which the Supervisory Board considers to be

substantial and where the Supervisory Board is of the opinion that this (legal) person has engaged in an acquisition that is intended to cause or pressure QIAGEN to enter into transactions intended to provide such person with short-term financial gain under circumstances that would not be in the interest of QIAGEN and our shareholders or whose ownership is reasonably likely to cause a material adverse impact on our business prospects.

On August 2, 2004, we entered into an agreement (Option Agreement) with Stichting Preferente Aandelen QIAGEN (SPAQ) which was most recently amended on June 4, 2012. Pursuant to the Option Agreement, SPAQ was granted an option to acquire such number of Preference Shares as are equal to the total number of all outstanding Common Shares minus one in our share capital at the time of the relevant exercise of the right. SPAQ may exercise its right to acquire the Preference Shares in all situations that it believes that our interest or our stakeholders is at risk (which situations include but are not limited to (i) receipt of a notification from the Managing Board that a takeover is imminent and (ii) receipt of a notification from the Managing Board that one or more activist shareholders take a position that is not in the interest of QIAGEN, our shareholders or our other stakeholders), provided that the conditions mentioned in the previous paragraph have been met. Due to the implementation of the EC Directive on Takeover Bids in Dutch legislation, the exercise of the option to acquire Preference Shares by SPAQ and the subsequent issuance of Preference Shares to SPAQ needs to be done with due observance and in consideration of the restrictions imposed by the Public Offer Rules.

SPAQ was incorporated on August 2, 2004. Its principal office is located at Spoorstraat 50, 5911 KJ Venlo, The Netherlands. Its statutory objectives are to protect our interests and our enterprise and the enterprises of companies which are linked to us. SPAQ shall attempt to accomplish its objectives by way of acquiring Preference Shares in the share capital of QIAGEN and to exercise the voting rights in our interests and the interests of our stakeholders.

The board of SPAQ shall consist of at least two directors. Upon incorporation of SPAQ, two members were appointed to the board of SPAQ. Additional board members shall be appointed by the board of SPAQ. Board resolutions will be adopted by unanimity of the votes cast. SPAQ will be represented either by its board or by the chairman of its board.

Pre-emptive Rights

Under our Articles, existing holders of Common Shares will have pre-emptive rights in respect of future issuances of Common Shares in proportion to the number of Common Shares held by them, unless limited or excluded as described below. Holders of Common Shares shall not have pre-emptive rights in respect of future issuances of Financing Preference Shares or Preference Shares. Holders of Financing Preference Shares and Preference Shares shall not have pre-emptive rights in respect of any future issuances of share capital. Pre-emptive rights do not apply with respect to shares issued against contributions other than in cash or shares issued to our employees or one of our group companies. Under our Articles, the Supervisory Board has the power to limit or exclude any pre-emptive rights to which shareholders may be entitled, provided that it has been authorized by the General Meeting to do so. The authority of the Supervisory Board to limit or exclude pre-emptive rights can only be exercised if at that time the authority to issue shares is in full force and effect. The authority to limit or exclude pre-emptive rights may be extended in the same manner as the authority to issue shares. If there is no designation of the Supervisory Board to limit or exclude pre-emptive rights in force, the General Meeting shall have authority to limit or exclude such pre-emptive rights, but only upon the proposal of the Supervisory Board.

Resolutions of the General Meeting (i) to limit or exclude pre-emptive rights or (ii) to designate the Supervisory Board as the corporate body that has authority to limit or exclude pre-emptive rights, require a majority of at least two-thirds of the votes cast in a meeting of shareholders if less than 50% of the issued share capital is present or represented. For these purposes, issuances of shares include the granting of rights to subscribe for shares, such as options and warrants, but not the issue of shares upon exercise of such rights.

On June 25, 2014, the General Meeting resolved to authorize the Supervisory Board until December 25, 2015 to issue Common Shares and Financing Preference Shares or grant rights to subscribe for such shares, the aggregate par value of which shall be equal to the aggregate par value of all shares issued and outstanding in the capital of the Company as of December 31, 2013 as included in the Annual Accounts for Fiscal Year 2013.

The General Meeting subsequently resolved to grant the authority to exclude or limit any pre-emptive rights until December 25, 2015. However, the General Meeting has limited this authority in a way that the Supervisory Board can only exclude or limit the pre-emptive rights in relation to no more than 20% of the aggregate number of all shares issued and outstanding in the capital of the Company as of December 31, 2013.

Acquisition of Our Own Shares

We may acquire our own shares, subject to certain provisions of Dutch law and our Articles, if (i) shareholders' equity less the payment required to make the acquisition does not fall below the sum of paid-up and called-up capital and any reserves required by Dutch law or the Articles and (ii) we and our subsidiaries would not thereafter hold shares with an aggregate nominal value exceeding half of our issued share capital. Shares that we hold in our own capital or shares held by one of our subsidiaries may not be voted. The Managing Board, subject to the approval of the Supervisory Board, may effect our

acquisition of shares in our own capital. Our acquisitions of shares in our own capital may only take place if the General Meeting has granted to the Managing Board the authority to effect such acquisitions. Such authority may apply for a maximum period of 5 years and must specify the number of shares that may be acquired, the manner in which shares may be acquired and the price limits within which shares may be acquired. Dutch corporate law allows for the authorization of the Managing Board to purchase a number of shares equal to up to 50% of the Company's issued share capital on the date of the acquisition. On June 25, 2014, the General Meeting resolved to extend the authorization of the Managing Board in such manner that the Managing Board may cause us to acquire shares in our own share capital, up to 10% of the outstanding shares, for an 18-month period beginning June 24, 2014 until December 25, 2015, without limitation at a price between one Euro cent (Euro 0.01) and one hundred ten percent (110%) of the price for such shares on the NASDAQ Global Select Market for the five trading days prior to the day of purchase, or, with respect to Preference and Finance Preference shares, against a price between one Euro cent (Euro 0.01) and three times the issuance price and in accordance with applicable provisions of Dutch law and our Articles.

Capital Reduction

Subject to the provisions of Dutch law and our Articles, the General Meeting may, upon the proposal of the Supervisory Board, resolve to reduce the issued share capital by (i) canceling shares or (ii) reducing the nominal value of shares through an amendment of our Articles. Cancellation with repayment of shares or partial repayment on shares or release from the obligation to pay up may also be made or given exclusively with respect to Common Shares, Financing Preference Shares or Preference Shares.

Financial Year, Annual Accounts and Independent Registered Public Accounting Firm

Our financial year coincides with the calendar year. Dutch law and our Articles require that within four months after the end of the financial year, the Managing Board must make available a report with respect to such financial year, including our financial statements for such year prepared under International Financial Reporting Standards and accompanied by a report of an Independent Registered Public Accounting Firm. The annual report is submitted to the annual General Meeting for adoption.

The General Meeting appoints an Independent Registered Public Accounting Firm to audit the financial statements and to issue a report thereon. On June 25, 2014, our shareholders appointed Ernst & Young Accountants to serve as our Independent Registered Public Accounting Firm for the year ending December 31, 2014.

Dividends and Other Distributions

Subject to certain exceptions, dividends may only be paid out of profits as shown in our annual financial statements as adopted by the General Meeting. Distributions may not be made if the distribution would reduce shareholders' equity below the sum of the paid-up capital and any reserves required by Dutch law or our Articles.

Out of profits, dividends must first be paid on any outstanding Preference Shares (the Preference Share Dividend) in a percentage (the Preference Share Dividend Percentage) of the obligatory call amount paid up on such shares at the beginning of the financial year in respect of which the distribution is made. The Preference Share Dividend Percentage is equal to the average main refinancing rates during the financial year for which the distribution is made. Average main refinancing rate shall be understood to mean the average value on each individual day during the financial year for which the distribution is made of the main refinancing rates prevailing on such day. The main refinancing rate shall be understood to mean the rate of the Main Refinancing Operation as determined and published from time to time by the European Central Bank. If and to the extent that profits are not sufficient to pay the Preference Share Dividend in full, the deficit shall be paid out of the reserves, with the exception of any reserve, which was formed as share premium reserve upon the issue of Financing Preference Shares. If in any financial year the profit is not sufficient to make the distributions referred to above and if no distribution or only a partial distribution is made from the reserves referred to above, such that the deficit is not fully made good, no further distributions will be made as described below until the deficit has been made good.

Out of profits remaining after payment of any dividends on Preference Shares, the Supervisory Board shall determine such amounts as shall be kept in reserve as determined by the Supervisory Board. Out of any remaining profits not allocated to reserve, a dividend (the Financing Preference Share Dividend) shall be paid on the Financing Preference Shares equal to a percentage (the Financing Preference Share Dividend Percentage) over the nominal value of the Financing Preference Shares, increased by the amount of share premium that was paid upon the first issue of Financing Preference Shares. The Financing Preference Shares Dividend Percentage which percentage is related to a fixed average effective yield on the prime interest rate on corporate loans in the United States as quoted in the Wall Street Journal as set forth in article 40.4 of our Articles. If and to the extent that the profits are not sufficient to pay the Financing Preference Share Dividend in full, the deficit may be paid out of the reserves if the Managing Board so decides with the approval of the Supervisory Board, with the exception of the reserve which was formed as share premium upon the issue of Financing Preference Shares.

Insofar as the profits have not been distributed or allocated to reserves as specified above, the General Meeting may act to allocate such profits, provided that no further dividends will be distributed on the Preference Shares or the Financing Preference Shares.

The General Meeting may resolve, on the proposal of the Supervisory Board, to distribute dividends or reserves, wholly or partially, in the form of QIAGEN shares.

Distributions as described above are payable as from a date to be determined by the Supervisory Board. The date of payment on Type I shares may differ from the date of payment on Type II shares. Distributions will be made payable at an address or addresses in The Netherlands to be determined by the Supervisory Board, as well as at least one address in each country where the shares are listed or quoted for trading. The Supervisory Board may determine the method of payment of cash distributions, provided that cash distributions in respect of Type II shares will, subject to certain exceptions, be paid in the currency of a country where our shares are listed or quoted for trading, converted at the close of business on a day to be determined for that purpose by the Supervisory Board. Distributions in cash that have not been collected within five years and two days after they have become due and payable shall revert to QIAGEN.

Dutch law provides that the declaration of dividends out of the profits that are at the free disposal of the General Meeting is the exclusive right of the General Meeting. This is different from the corporate law of most jurisdictions in the United States, which permit a corporation's board of directors to declare dividends.

Shareholder Meetings, Voting Rights and Other Shareholder Rights

The annual General Meeting is required to be held within six months after the end of each financial year for the purpose of, among other things, adopting the annual accounts and filling of any vacancies on the Managing and Supervisory Boards.

Extraordinary General Meetings are held as often as deemed necessary by the Managing Board or Supervisory Board, or upon the request of one or more shareholders and other persons entitled to attend meetings jointly representing at least 40% of our issued share capital or by one or more shareholders jointly representing at least 10% of our issued share capital as provided for and in accordance with the laws of The Netherlands.

General Meetings are held in Amsterdam, Haarlemmermeer (Schiphol Airport), Arnhem, Maastricht, Rotterdam, Venlo or The Hague. The notice convening a General Meeting must be given in such manner as shall be authorized by law including but not limited to an announcement published by electronic means no later than the forty-second day prior to day of the general meeting. The notice will contain the agenda for the meeting or state that the agenda can be obtained at our offices.

The agenda shall contain such subjects to be considered at the General Meeting, as the persons convening or requesting the meeting shall decide. Under Dutch law, holders of shares representing solely or jointly at least three hundredth part of the issued share capital may request QIAGEN not later than on the sixtieth day prior to the day of the General Meeting, to include certain subjects on the notice convening a meeting. No valid resolutions can be adopted at a General Meeting in respect of subjects which are not mentioned in the agenda.

Dutch corporate law sets a mandatory (participation and voting) record date for Dutch listed companies fixed at the twenty-eighth day prior to the day of the shareholders' meeting. Shareholders registered at such record date are entitled to attend and exercise their rights as shareholders at the General Meeting, regardless of a sale of shares after the record date.

General Meetings are presided over by the chairman of the Supervisory Board or, in his absence, by any person nominated by the Supervisory Board.

At the General Meeting, each share shall confer the right to cast one vote, unless otherwise provided by law or our Articles. No votes may be cast in respect of shares that we or our subsidiaries hold, or by usufructuaries and pledgees. All shareholders and other persons entitled to vote at General Meetings are entitled to attend General Meetings, to address the meeting and to vote. They must notify the Managing Board in writing of their intention to be present or represented not later than on the third day prior to the day of the meeting, unless the Managing Board permits notification within a shorter period of time prior to any such meeting. Subject to certain exceptions, resolutions may be passed by a simple majority of the votes cast.

Except for resolutions to be adopted by the meeting of holders of Preference Shares, our Articles do not allow the adoption of shareholders resolutions by written consent (or otherwise without holding a meeting).

A resolution of the General Meeting to amend our Articles, dissolve QIAGEN, issue shares or grant rights to subscribe for shares or limit or exclude any pre-emptive rights to which shareholders shall be entitled is valid only if proposed to the General Meeting by the Supervisory Board.

A resolution of the General Meeting to amend our Articles is further only valid if the complete proposal has been made available for inspection by the shareholders and the other persons entitled to attend General Meetings at our offices as from the day of notice convening such meeting until the end of the meeting. A resolution to amend our Articles to change the rights attached to the shares of a specific class requires the approval of the relevant class meeting.

Resolutions of the General Meeting in a meeting that has not been convened by the Managing Board and/or the Supervisory Board, or resolutions included on the agenda for the meeting at the request of shareholders, will be valid only if adopted with a

majority of two-thirds of votes cast representing more than half the issued share capital, unless our Articles require a greater majority or quorum.

A resolution of the General Meeting to approve a legal merger or the sale of all or substantially all of our assets is valid only if adopted by a vote of at least two-thirds of the issued share capital, unless proposed by the Supervisory Board, in which case a simple majority of the votes cast shall be sufficient.

A shareholder shall upon request be provided, free of charge, with written evidence of the contents of the share register with regard to the shares registered in its name. Furthermore, any shareholder shall, upon written request, have the right, during normal business hours, to inspect our share register and a list of our shareholders and their addresses and shareholdings, and to make copies or extracts therefrom. Such request must be directed to our Managing Directors at our registered office in the Netherlands or at our principal place of business. Financial records and other company documents (other than those made public) are not available in this manner for shareholder review, but an extract of the minutes of the General Meeting shall be made available.

According to Dutch law and our Articles, certain resolutions of the Managing Board regarding a significant change in the identity or nature of us or our enterprise are subject to the approval of the General Meeting. The following resolutions of the Managing Board require the approval of the General Meeting in any event:

(i) the transfer of our enterprise or practically our entire enterprise to a third party;

(ii) the entry into or termination of a long-term cooperation by us or one of our subsidiaries (*dochtermaatschappijen*) with another legal person or partnership or as a fully liable general partner of a limited partnership or a general partnership, if such cooperation or termination is of a far-reaching significance for us; and

(iii) the acquisition or divestment by us or one of our subsidiaries (*dochtermaatschappijen*) of a participating interest in the capital of a company with a value of at least one-third of the sum of our assets according to our consolidated balance sheet and explanatory notes in our last adopted annual accounts.

No Derivative Actions; Right to Request Independent Inquiry

Dutch law does not afford shareholders the right to institute actions on behalf of us or in our interest. Shareholders holding at least one-tenth of our issued capital, or EUR 225,000, in nominal value of our shares may inform the Managing Board and the Supervisory Board of their objections as to our policy or the course of our affairs and, within a reasonable time thereafter, may request the Enterprises Division of the Court of Appeal in Amsterdam to order an inquiry into the policy and the course of our affairs by independent investigators. If such an inquiry is ordered and the investigators conclude that there has been mismanagement, the shareholders can request the Division to order certain measures such as a suspension or annulment of resolutions.

Dissolution and Liquidation

The General Meeting may resolve to dissolve QIAGEN. If QIAGEN is dissolved, the liquidation shall be carried out by the person designated for that purpose by the General Meeting, under the supervision of the Supervisory Board. The General Meeting shall upon the proposal of the Supervisory Board determine the remuneration payable to the liquidators and to the person responsible for supervising the liquidation.

During the liquidation process, the provisions of our Articles will remain applicable to the extent possible.

In the event of our dissolution and liquidation, the assets remaining after payment of all debts and liquidation expenses will be distributed among registered holders of Common Shares in proportion to the nominal value of their Common Shares, subject to liquidation preference rights of holders of Preference Shares and Financing Preference Shares, if any.

Restrictions on Transfer of Preference Shares

The Supervisory Board, upon application in writing, must approve each transfer of Preference Shares. If approval is refused, the Supervisory Board will designate prospective purchasers willing and able to purchase the shares, otherwise the transfer will be deemed approved.

Limitations in our Articles on Rights to Own Securities

Other than with respect to usufructuaries and pledgees who have no voting rights, our Articles do not impose limitations on rights to own our securities.

Provisions which May Defer or Prevent a Change in Control

The Option Agreement and our Articles could, under certain circumstances, prevent a third party from obtaining a majority of the voting control of our shares by issuing Preference Shares. Pursuant to the Articles (and pursuant to the resolution adopted by our General Meeting on June 16, 2004), the Supervisory Board is authorized to issue Preference Shares if (i) a person has

(directly or indirectly) acquired or has expressed a desire to acquire, more than 20% of our issued capital or (ii) a person holding at least a 10% interest in us has been designated as an "adverse person" by the Supervisory Board. Under the Option Agreement, SPAQ could acquire Preference Shares subject to the provisions mentioned in this paragraph.

If the Supervisory Board opposes an intended take-over and authorizes the issuance of Preference Shares, the bidder may withdraw its bid or enter into negotiations with the Managing Board and/or Supervisory Board and agree on a higher bid price for our shares.

Shareholders who obtain control of a company are obliged to make a mandatory offer to all other shareholders. The threshold for a mandatory offer is set at the ability to exercise 30% of the voting rights at the General Meeting of shareholders in a Dutch public limited company (*naamloze vennootschap*) whose securities are admitted to trading on a regulated market in the EU, such as QIAGEN.

Ownership Threshold Requiring Disclosure

Our Articles do not provide an ownership threshold above which ownership must be disclosed. However there are statutory requirements to disclose share ownership above certain thresholds under Dutch law—see "Obligation of Shareholders to Disclose Major Holdings".

Exchange Controls

There are currently no limitations either under the laws of The Netherlands or in our Articles, to the rights of shareholders from outside The Netherlands to hold or vote Common Shares. Under current foreign exchange regulations in The Netherlands, there are no material limitations on the amount of cash payments that we may remit to residents of foreign countries.

Obligation of Shareholders to Disclose Major Holdings

Certain holders of our shares or rights to acquire shares (which include options and convertible bonds - see also below) are subject to notification obligations under Chapter 5.3 of the Dutch Financial Markets Supervision Act (FMSA).

Under Chapter 5.3 of the FMSA, any person who, directly or indirectly, acquires or disposes of an interest (including potential interest, such as options and convertible bonds), in our capital or voting rights must immediately notify the Netherlands Authority for the Financial Markets (AFM) by means of a standard form, if as a result of such acquisition or disposal, the percentage of capital interest or voting rights held by such person in QIAGEN reaches, exceeds or falls below any of the following thresholds: 3%, 5%, 10%, 15%, 20%, 25%, 30%, 40%, 50%, 60%, 75% and 95% of the voting rights or capital interests in the issued capital of QIAGEN. This also applies if a short position exceeding aforementioned threshold is acquired. If both a (gross) short position and a long position exceeding the threshold are acquired, both provisions will need to be reported.

A notification requirement also applies if a person's capital interest or voting rights reach, exceed or fall below the above mentioned thresholds as a result of a change in our total share capital or voting rights. Such notification has to be made no later than the fourth trading day after the AFM has published our notification as described below. We are required to notify the AFM immediately of the changes to our total share capital or voting rights if our share capital or voting rights changes by 1% or more since our previous notification. We must furthermore quarterly notify the AFM within eight days after the end of the relevant quarter, in the event our share capital or voting rights changed by less than 1% in that relevant quarter since our previous notification.

Furthermore, every holder of 3% or more of our share capital or voting rights whose interest at December 31 at midnight differs from a previous notification to the AFM, as a result of certain acts (including but not limited to the exchange of our shares for depository receipts and the exercise of a right to acquire our shares) must notify the AFM within four weeks. Controlled entities, within the meaning of the FMSA, do not have notification obligations under the FMSA, as their direct and indirect interests are attributed to their (ultimate) parent. Any person may qualify as a parent for purposes of the FMSA, including an individual. A person who has a 3% or larger interest in our share capital or voting rights and who ceases to be a controlled entity for these purposes must immediately notify the AFM. As of the date of that notification, all notification obligations under the FMSA will become applicable to that entity. For the purpose of calculating the percentage of capital interest or voting rights, among other metrics, the following interests must be taken into account: (i) our shares or voting rights on our shares directly held (or acquired or disposed of) by a person, (ii) our shares or voting rights on our shares held (or acquired or disposed of) by such person's subsidiaries or by a third party for such person's account or by a third party with whom such person has concluded an oral or written voting agreement (including a discretionary power of attorney), and (iii) our shares or voting rights on our shares which such person, or any subsidiary or third party referred to above, may acquire pursuant to any option or other right held by such person (or acquired or disposed of, including, but not limited to, on the basis of convertible bonds). Special rules apply with respect to the attribution of our shares or voting rights on our shares which are part of the property of a partnership or other community of property. A holder of a pledge or right of usufruct (*vruchtgebruik*) in respect of our shares can also be subject to the notification obligations of the FMSA, if such person has, or can acquire, the right to vote

on our shares or, in the case of depository receipts, our underlying shares. The acquisition of (conditional) voting rights by a pledgee or usufructuary may also trigger the notification obligations as if the pledgee or beneficial owner were the legal holder of our shares or voting rights on our shares. A holding in certain cash settled derivatives (such as cash settled call options and total equity return swaps) referencing to our shares should also be taken into account for the purpose of calculating the percentage of capital interest.

In addition, pursuant to Regulation (EU) No 236/2012, each person holding a net short position amounting to 0.2% of the issued share capital of a Dutch company that has shares admitted to trading on a European regulated market is required to report it to the AFM. Each subsequent increase of this position by 0.1% above 0.2% will also need to be reported. Each net short position equal to 0.5% of the issued share capital of a Dutch listed company and any subsequent increase of that position by 0.1% will be made public via the AFM short selling register. To calculate whether a natural person or legal person has a net short position, their short positions and long positions must be set-off. A short transaction in a share can only be contracted if a reasonable case can be made that the shares sold can actually be delivered, which requires confirmation of a third party that the shares have been located.

The AFM does not issue separate public announcements of these notifications. It does, however, keep a public register of all notifications under the FMSA on its website www.afm.nl. Third parties can request to be notified automatically by e-mail of changes to the public register in relation to a particular company's shares or a particular notifying party.

Non-compliance with the notification obligations under the FMSA may lead to criminal fines, administrative fines, imprisonment or other sanctions. In addition, non-compliance with the shareholding disclosure obligations under the FMSA may lead to civil sanctions, including suspension of the voting rights relating to our shares held by the offender for a period of not more than three years and a prohibition applicable to the offender to acquire any of our shares or voting rights on our shares for a period of up to five years.

Taxation

The following is a general summary of certain material United States federal income and The Netherlands tax consequences to holders of our Common Shares (collectively, "U.S. Holders") who are (i) citizens or residents of the United States, (ii) entities subject to U.S. corporate tax, (iii) certain pension trusts and other retirement or employee benefits organizations established in the United States but generally exempt from U.S. tax, (iv) certain not-for-profit organizations established in the United States but generally exempt from U.S. tax, (v) United States regulated investment companies, United States real estate investment trusts, and United States real estate mortgage conduits, and (vi) partnerships or similar pass-through entities, estates, and trusts to the extent the income of such partnerships, similar entities, estates, or trusts is subject to tax in the United States as income of a resident in its hands or the hands of its partners, beneficiaries, or grantors. This summary does not discuss every aspect of such taxation that may be relevant to U.S. Holders. Therefore, all prospective purchasers of our Common Shares who would be U.S. Holders are advised to consult their own tax advisor with respect to the United States federal, state and local tax consequences, as well as the Netherlands tax consequences, of the ownership of our Common Shares. This summary is based upon the advice of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. with respect to tax consequences for U.S. Holders under United States Law and Baker & McKenzie with respect to tax consequences under Netherlands law.

The statements of The Netherlands and United States tax laws set out below are based on the laws in force as of the date of this Annual Report on Form 20-F, and as a consequence are subject to any changes in United States or The Netherlands law, or in the double taxation conventions between the United States and The Netherlands, occurring after such date.

Netherlands Tax Considerations

The following describes the material tax consequences under Netherlands law of an investment in our Common Shares. Such description is based on current Netherlands law as interpreted under officially published case law, and is limited to the tax implications for an owner of our Common Shares who is not, or is not deemed to be, a resident of The Netherlands for purposes of the relevant tax codes (a "non-resident Shareholder" or "Shareholder").

Dividend Withholding Tax

General. Upon distribution of dividends, we would be obligated to withhold 15% dividend tax at source and to pay the amount withheld to The Netherlands tax authorities. The term "dividends" means income from shares or other rights participating in profits, as well as income from other corporate rights that is subjected to the same taxation treatment as income from shares by the laws of The Netherlands. Dividends include dividends in cash or in kind, constructive dividends, certain repayments of capital qualified as dividends, interest on loans that are treated as equity for Netherlands corporate income tax purposes and liquidation proceeds in excess of, for Netherlands tax purposes, recognized paid-in capital. Stock dividends are also subject to withholding tax, unless derived from our paid-in share premium which is recognized as equity for Netherlands tax purposes.

No withholding tax applies on the proceeds resulting from the sale or disposition of our Common Shares to persons other than QIAGEN and our affiliates.

A Shareholder can be eligible for a reduction or a refund of Netherlands dividend withholding tax under a tax convention which is in effect between the country of residence of the Shareholder and The Netherlands. The Netherlands has concluded such conventions with, among others, the United States, Canada, Switzerland, Japan and virtually all EU Member States.

U.S. Shareholders. Under the Tax Convention between The Netherlands and the United States (the "Convention"), the regular 15% withholding tax on dividends we pay to a resident of the United States (as defined in the Convention) who is entitled to the benefits of the Convention, may be reduced to 5% (in the case of a corporate U.S. Shareholder that holds 10% or more of the voting power of a Netherlands company) unless such U.S. shareholder has a permanent establishment in The Netherlands with which the shares are effectively connected.

A full exemption from Netherlands withholding tax may apply to certain U.S. corporate shareholders owning at least 80% of QIAGEN voting power for a period of at least twelve months prior to the distribution.

Dividends we pay to U.S. pension funds and U.S. tax exempt organizations may be eligible for an exemption from dividend withholding tax.

Dividend Stripping. A refund, reduction, exemption, or credit of Netherlands dividend withholding tax on the basis of Netherlands tax law or on the basis of a tax treaty between The Netherlands and another state, will only be granted if the dividends are paid to the beneficial owner ("*uiteindelijk gerechtigde*") of the dividends. A recipient of a dividend is not considered to be the beneficial owner of a dividend in an event of "dividend stripping," in which he has paid a consideration related to the receipt of such dividend. In general terms, "dividend stripping" can be described as the situation in which a foreign or domestic person (usually, but not necessarily, the original shareholder) has transferred his shares or his entitlement to the dividend distributions to a party that has a more favorable right to a refund or reduction of Netherlands dividend withholding tax than the foreign or domestic person. In these situations, the foreign or domestic person (usually the original shareholder) avoids Netherlands dividend withholding tax while retaining his "beneficial" interest in the shares and the dividend distributions, by transferring his shares or his entitlement to the dividend distributions.

Income Tax and Corporate Income Tax

General. A non-resident Shareholder will not be subject to Netherlands income tax or corporate income tax with respect to dividends we distribute on our Common Shares or with respect to capital gains derived from the sale or disposition of our Common Shares, provided that:

(a) the non-resident Shareholder does not carry on or have an interest in a business in The Netherlands through a permanent establishment or a permanent representative to which or to whom the Common Shares are attributable or deemed to be attributable;

(b) the non-resident Shareholder does not have a direct or indirect substantial or deemed substantial interest (*"aanmerkelijk belang,"* as defined in the Netherlands tax code) in our share capital or, in the event the Shareholder does have such a substantial interest, such interest is a "business asset", or, in case of a corporate Shareholder, such interest is a "business asset" or not held with the main purpose or one of the main purposes to avoid Dutch income tax or dividend tax for another person; and

(c) the non-resident Shareholder is not entitled to a share in the profits of an enterprise, to which our Common Shares are attributable and that is effectively managed in The Netherlands, other than by way of securities or through an employment contract.

In general terms, a substantial interest (*"aanmerkelijk belang"*) in our share capital does not exist if the Shareholder (individuals as well as corporations), alone or together with his partner, does not own, directly or indirectly, 5% or more of the nominal paid-in capital of, or any class of our shares, does not have the right to acquire 5% or more of the nominal paid-in capital of, or any class of our shares (including a call option) and does not have the right to share in our profit or liquidation revenue amounting to 5% or more of the annual profits or liquidation revenue.

There is no all-encompassing definition of the term "business asset"; whether this determination can be made in general depends on the facts presented and in particular on the activities performed by the Shareholder. If the Shareholder materially conducts a business activity, while the key interest of his investment in our Shares will not be his earnings out of the investment in our Shares but our economic activity, an investment in our Shares will generally be deemed to constitute a business asset, in particular if the Shareholder's involvement in our business will exceed regular monitoring of his investment in our Shares.

U.S. Shareholders. Pursuant to the Convention, the gain derived by a U.S. Shareholder from an alienation of our Common Shares constituting a substantial interest of the Shareholder in QIAGEN, not effectively connected or deemed connected with a permanent establishment or permanent representative of the Shareholder in The Netherlands, is not subject to Netherlands

income tax or corporate income tax, provided that the gain from the alienation of our Common Shares is not derived by an individual Shareholder who has, at any time during the five-year period preceding such alienation, been a resident of The Netherlands according to Netherlands tax law and who owns, at the time of the alienation, either alone or together with close relatives, at least 25% of any class of our shares.

Gift and Inheritance Tax

A gift or inheritance of our Common Shares from a non-resident Shareholder will generally not be subject to a Netherlands gift and inheritance tax, provided that the Shareholder does not own a business which is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which or to whom our Common Shares are attributable. The Netherlands has concluded a tax convention with the United States based on which double taxation on inheritances may be avoided if the inheritance is subject to Netherlands and/or U.S. inheritance tax and the deceased was a resident of either The Netherlands or the United States.

United States Federal Income Tax Considerations

The following summarizes the material U.S. federal income tax consequences of the ownership of our Common Shares by an investor that purchases such Common Shares and that will hold the Common Shares as capital assets. This summary does not purport to be a complete analysis or listing of all potential tax considerations and does not address holders subject to special treatment under U.S. federal income tax laws (including insurance companies, tax-exempt organizations, regulated investment companies, financial institutions, broker dealers, U.S. expatriates, persons subject to alternative minimum tax, or holders that own, actually or constructively, 10% or more of our voting shares).

As used herein, references to a "U.S. Holder" are to a holder of our Common Shares that is (i) a citizen or resident for tax purposes of the United States, (ii) a corporation organized under the laws of the United States or any political subdivision thereof, or (iii) a person or entity otherwise subject to United States federal income taxation on a net income basis with respect to our Common Shares (including a non-resident alien or foreign corporation that holds, or is deemed to hold, our Common Shares in connection with the conduct of a U.S. trade or business); and references to a "non-U.S. Holder" are to a holder that is not a U.S. person for U.S. federal income tax purposes.

Taxation of Dividends

To the extent paid out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, distributions, if any, made with respect to our Common Shares will be includable for U.S. federal income tax purposes in the income of a U.S. Holder as ordinary dividend income in an amount equal to the sum of any cash and the fair market value of any property that we distribute, before reduction for Netherlands withholding tax. Such dividends will be eligible to be treated by U.S. Holder individuals, trusts and estates as "qualified dividend income" subject to a maximum tax rate of 20 percent (plus possibly an additional 3.8 percent on net investment income; see "Taxation — United States Federal Income Tax Considerations — Medicare Tax"), if the shareholder receiving the dividend satisfies the holding period requirements, does not treat the dividends as "investment income" for purposes of the investment interest deduction, is not under any obligation to make related payments with respect to positions in substantially similar or related property, and if we are not treated for our taxable year in which the dividend is paid, or our preceding taxable year, as a passive foreign investment company (see "Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Status"). To the extent that such distribution exceeds our current or accumulated earnings and profits, it will be treated as a non-taxable return of capital to the extent of the U.S. Holder's adjusted tax basis in our Common Shares and thereafter as taxable capital gain. Dividends generally will be treated as income from sources outside the United States and generally will be passive category income (or, in the case of certain holders, "financial services income") for purposes of the foreign tax credit limitation. Dividends we pay will not be eligible for the dividends received deduction allowed to corporations in certain circumstances under the United States Internal Revenue Code of 1986, as amended (the Code). A U.S. Holder may elect annually to either deduct The Netherlands withholding tax (see "Taxation—Netherlands Tax Considerations—Dividend Withholding Tax") against their income (in which case, the election will apply to all foreign income taxes such U.S. Holder paid in that year) or take the withholding taxes as a credit against their U.S. tax liability, subject to U.S. foreign tax credit limitation rules. If the dividends are qualified for the lower applicable capital gains rate (as discussed above), the amount of the dividend income taken into account for calculating the foreign tax credit limitation will in general be limited to the gross amount of the dividend, multiplied by the reduced rate, divided by the highest rate of tax normally applicable to dividends. The rules governing the foreign tax credit are complex. We urge you to consult with your own tax advisors regarding the availability of the foreign tax credit in your particular circumstances.

Dividends we pay in a currency other than the U.S. dollar will be included in the income of a U.S. Holder in a U.S. dollar amount based upon the exchange rate in effect on the date of receipt. A U.S. Holder will have a tax basis in such foreign currency for U.S. federal income tax purposes equal to its U.S. dollar value on the date of receipt. Any gain or loss on a subsequent disposition of such foreign currency (including a subsequent conversion into U.S. dollars) will be ordinary income or loss. Such gain or loss will generally be income from sources within the U.S. for foreign tax credit limitation purposes.

A non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding tax on distributions with respect to our Common Shares that are treated as dividend income for U.S. federal income tax purposes unless such dividends are effectively connected with the conduct of a trade or business within the United States by such non-U.S. Holder, (and are attributable to a permanent establishment maintained in the United States by such non-U.S. Holder, if an applicable income tax treaty so requires as a condition for such non-U.S. Holder to be subject to U.S. taxation on a net income basis in respect of income from our Common Shares), in which case the non-U.S. Holder generally will be subject to tax in respect of such dividends in the same manner as a U.S. Holder. Any such effectively connected dividends received by a non-United States corporation may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. A non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding tax on distributions with respect to our Common Shares that are treated as capital gain for U.S. federal income tax purposes unless such holder would be subject to U.S. federal income tax on gain realized on the sale or other disposition of our Common Shares, as discussed below.

Medicare Tax

Certain U.S. Holders that are individuals, estates or trusts and whose income exceeds certain thresholds will be subject to an additional 3.8% Medicare tax on some or all of such U.S. Holder's "net investment income." Net investment income generally includes interest on, and gain from the disposition of, our Common Shares unless such interest income or gain is derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). You should consult your tax advisors regarding the effect this Medicare tax may have, if any, on your acquisition, ownership or disposition of our Common Shares.

Taxation of Capital Gains

Subject to the "passive foreign investment company" (PFIC) rules discussed below, upon the sale or other disposition of our Common Shares, a U.S. Holder will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amounts realized on the disposition of our Common Shares and the U.S. Holder's adjusted tax basis in our Common Shares. Such gain or loss generally will be subject to U.S. federal income tax. An individual U.S. Holder is generally subject to a maximum capital gains rate of 20% for our Common Shares held for more than a year. For U.S. federal income tax purposes, capital losses are subject to limitations on deductibility. Gain realized by a U.S. Holder on the sale or other disposition of our Common Shares generally will be treated as income from sources within the United States for purposes of the foreign tax credit limitation.

A non-U.S. Holder will not be subject to U.S. federal income tax or withholding tax on gain realized on the sale or other disposition of our Common Shares unless (i) the gain is effectively connected with a trade or business of the non-U.S. Holder in the United States (and is attributable to a permanent establishment maintained in the United States by such non-U.S. Holder, if an applicable income tax treaty so requires as a condition for such non-U.S. Holder to be subject to U.S. taxation on a net income basis in respect of gain from the sale or other disposition of our Common Shares) or (ii) such holder is an individual who is present in the United States for 183 days or more in the taxable year of the sale, and certain other conditions are met. Effectively connected gains realized by a corporate Non-U.S. Holder may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

Passive Foreign Investment Company Status

We may be classified as a PFIC for U.S. federal income tax purposes if certain tests are met. We will be a PFIC with respect to a U.S. Holder if for any taxable year in which the U.S. Holder held our Common Shares, either (i) 75% or more of our gross income for the taxable year is passive income; or (ii) the average value of our assets (during the taxable year) which produce or are held for the production of passive income is at least 50% of the average value of all assets for such year. Passive income means, in general, dividends, interest, royalties, rents (other than rents and royalties derived in the active conduct of a trade or business and not derived from a related person), annuities, and gains from assets which would produce such income other than sales of inventory. For the purpose of the PFIC tests, if a foreign corporation owns at least 25% by value of the stock of another corporation, the foreign corporation is treated as owning its proportionate share of the assets of the other corporation, and as if it had received directly its proportionate share of the income of such other corporation. The effect of this special provision with respect to QIAGEN and our ownership of our subsidiaries is that we, for purposes of the income and assets tests described above, will be treated as owning directly our proportionate share of the assets of our subsidiaries and of receiving directly our proportionate share of each of those companies' income, if any, so long as we own, directly or indirectly, at least 25% by value of the particular company's stock. Active business income of our subsidiaries will be treated as our active business income, rather than as passive income. Based on our income, assets and activities, we do not believe that we were a PFIC for our taxable years ended December 31, 2013 and December 31, 2014 and do not expect to be a PFIC for the current taxable year. No assurances can be made, however, that the IRS will not challenge this position or that we will not subsequently become a PFIC. Following the close of any tax year, we intend to promptly send a notice to all shareholders of record at any time during such year, if we determine that we are a PFIC.

Prospective purchasers of our Common Shares are urged to consult their tax advisors regarding the PFIC rules and their effect on an investment in our Common Shares, with particular regard to (i) the advisability of making the qualified election in the event that we notify the shareholders that we have become a PFIC in any taxable year, or (ii) the advisability of making the mark-to-market election provided in the tax law.

Backup Withholding and Information Reporting

In general, dividend payments, or other taxable distributions, paid within the United States or through certain U.S.-related financial intermediaries on our Common Shares will be subject to information reporting requirements and backup withholding tax at the rate of 28% for a non-corporate United States person and, who also:

- fails to provide an accurate taxpayer identification number;
- is notified by the Internal Revenue Service that the individual has failed to report all interest or dividends required to be shown on the Federal income tax returns; or
- in certain circumstances, fails to comply with applicable certification requirements.

Certain corporations and persons that are not United States persons may be required to establish their exemption from information reporting and backup withholding by certifying their status on Internal Revenue Service Form W-8 or W-9.

If a United States person sells our Common Shares to or through a United States office of a broker, the payment of the proceeds is subject to both United States backup withholding and information reporting unless the individual can certify that they are a non-U.S. person, under penalties of perjury, or they otherwise establish an exemption. If a United States person sells our Common Shares through a non-U.S. office of a non-U.S. broker and the sale proceeds are paid to the person outside the United States then information reporting and backup withholding generally will not apply to that payment. However, United States information reporting requirements, but not backup withholding, will apply to a payment of sales proceeds, even if that payment is made to the United States person outside the United States, if the person sells our Common Shares through a non-U.S. office of a broker that is a U.S. person or has certain other contacts with the United States.

A Holder generally may obtain a refund of any amounts withheld under the backup withholding rules that exceed such holder's income tax liability by filing a refund claim with the United States Internal Revenue Service.

Foreign Currency Issues

If dividends are paid in euros, the amount of the dividend distribution included in the income of a U.S. Holder will be the U.S. dollar value of the payments made in euros, determined at a spot, euro/U.S. dollar rate applicable to the date such dividend is includible in the income of the U.S. Holder, regardless of whether the payment is in fact converted into U.S. dollars. Generally, gain or loss (if any) resulting from currency exchange fluctuations during the period from the date the dividend is paid to the date such payment is converted into U.S. dollars will be treated as ordinary income or loss. We have never paid cash dividends on our share capital and do not intend to do so for the foreseeable future.

Certain Information Reporting Requirements

Individuals who are U.S. Holders (and to the extent specified in applicable Treasury regulations, certain individual non-U.S. Holders and certain U.S. Holders that are entities), and who hold "specified foreign financial assets" (as defined in section 6038D of the Code), including stock of a non-U.S. corporation that is not held in an account maintained by a U.S. "financial institution" (as defined in section 6038D of the Code), whose aggregate value exceeds $50,000 on the last day of the taxable year or $75,000 at any time during the tax year, may be required to attach to their tax returns for the year certain specified information (Form 8938). An individual who fails to timely furnish the required information may be subject to a penalty, unless the failure is shown to be due to reasonable cause and not due to willful neglect. Additionally, in the event a U.S. Holder does not file such a report, the statute of limitations on the assessment and collection of U.S. federal income taxes of such U.S. Holder for the related tax year may not close before such report is filed. Under certain circumstances, an entity may be treated as an individual for purposes of the foregoing rules. U.S. holder (including entities) should consult their own tax advisors regarding their reporting obligations under this legislation.

Documents on Display

Documents referred to in this Annual Report may be inspected at our principal executive office located at Spoorstraat 50, 5911 KJ Venlo, The Netherlands.

Item 11. Quantitative and Qualitative Disclosures About Market Risk

Our market risk relates primarily to interest rate exposures on cash, short-term investments and borrowings and foreign currency exposures. Financial risk is centrally managed and is regulated by internal guidelines which require a continuous internal risk analysis. The overall objective of our risk management is to reduce the potential negative earnings effects from

changes in interest and foreign exchange rates. Exposures are managed through operational methods and financial instruments relating to interest rate and foreign exchange risks. In the ordinary course of business, we use derivative instruments, including swaps, forwards and/or options, to manage potential losses from foreign currency exposures and interest rates. The principal objective of such derivative instruments is to minimize the risks and/or costs associated with global financial and operating activities. We do not utilize derivative or other financial instruments for trading or other speculative purposes. All derivatives are recognized as either assets or liabilities in the balance sheet and are measured at fair value with any change in fair value recognized in earnings in the period of change, unless the derivative qualifies as an effective hedge that offsets certain exposures. In determining fair value, we consider both the counterparty credit risk and our own creditworthiness.

Foreign Currency Derivatives. As a globally active enterprise, we are subject to risks associated with fluctuations in foreign currencies in our ordinary operations. This includes foreign currency-denominated receivables, payables, debt, and other balance sheet positions. We manage our balance sheet exposure on a group-wide basis primarily using foreign exchange forward contracts, options and cross-currency swaps.

Interest Rate Derivatives. We are using interest rate derivatives to align our portfolio of interest bearing assets and liabilities with our risk management objectives. We have entered into interest rate swaps in which we agreed to exchange, at specified intervals, the difference between fixed and floating interest amounts calculated by reference to an agreed-upon notional principal amount.

Further details of our derivative and hedging activities can be found in Note 13 to the accompanying consolidated financial statements.

Interest Rate Risk

At December 31, 2014, we had $392.7 million in cash and cash equivalents as well as $184.0 million in short-term investments. Interest income earned on our cash investments is affected by changes in the relative levels of market interest rates. We only invest in high-grade investment instruments. A hypothetical adverse 10% movement in market interest rates would not have materially impacted our financial statements.

Borrowings against lines of credit are at variable interest rates. We had no amounts outstanding against our lines of credit at December 31, 2014. A hypothetical adverse 10% movement in market interest rates would not have materially impacted our financial statements.

At December 31, 2014, we had $1.2 billion in long-term debt, none of which is at a variable rate. Through the use of interest rate derivatives we have swapped $200 million of our fixed rate debt into a variable interest rate based on the 3-months LIBOR. A hypothetical adverse 10% movement in market interest rates would not have materially impacted our financial statements, as the increased interest expense would have been off-set by increased interest income from our variable rate financial assets.

Foreign Currency Exchange Rate Risk

As a global enterprise, we are subject to risks associated with fluctuations in foreign currencies with regard to our ordinary operations. This includes foreign currency-denominated receivables, payables, debt, and other balance sheet positions as well as future cash flows resulting from anticipated transactions including intra-group transactions.

A significant portion of our revenues and expenses are earned and incurred in currencies other than the U.S. dollar. The euro is the most significant such currency, with others including the British pound, Japanese yen, Chinese renminbi, Swiss franc, and Canadian and Australian dollars. Fluctuations in the value of the currencies in which we conduct our business relative to the U.S. dollar have caused and will continue to cause U.S. dollar translations of such currencies to vary from one period to another. Due to the number of currencies involved, the constantly changing currency exposures, and the potential substantial volatility of currency exchange rates, we cannot predict the effect of exchange rate fluctuations upon future operating results. In general terms, depreciation of the U.S. dollar against our other foreign currencies will increase reported net sales. However, this effect is, at least partially, offset by the fact that we also incur substantial expenses in foreign currencies.

We have significant production and manufacturing facilities located in Germany and intercompany sales of inventory also expose us to foreign currency exchange rate risk. Intercompany sales of inventory are generally denominated in the local currency of the subsidiary purchasing the inventory in order to centralize foreign currency risk with the manufacturing subsidiary. We use an in-house bank approach to net and settle intercompany payables and receivables as well as intercompany foreign exchanged swaps and forward contracts in order to centralize the foreign exchange rate risk to the extent possible. We have entered in the past and may enter in the future into foreign exchange derivatives including forwards, swaps and options to manage the remaining foreign exchange exposure.

Item 12. Description of Securities Other than Equity Securities

Not applicable.

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

Not applicable.

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

Not applicable.

Item 15. Controls and Procedures

Disclosure Controls and Procedures

Our Managing Directors, with the assistance of other members of management, performed an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as that term is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended, within 90 days of the date of this report. Based on that evaluation, they concluded that as of December 31, 2014, our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and is accumulated and communicated to our management, including our Managing Directors, as appropriate to allow timely decisions regarding required disclosure.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, no matter how well designed, such as the possibility of human error and the circumvention or overriding of the controls and procedures. Therefore, even those systems determined to be effective may not prevent or detect misstatements and can provide only reasonable assurance of achieving their control objectives. In addition, any determination of effectiveness of controls is not a projection of any effectiveness of those controls to future periods, as those controls may become inadequate because of changes in conditions or the degree of compliance with the policies or procedures may deteriorate.

Report of Management on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended. The Company's system of internal controls over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the consolidated financial statements in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements and even when determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2014. In making this assessment, management used the updated criteria set forth in 2013 by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework.

Based on our assessment under the COSO Internal Control-Integrated Framework, management believes that, as of December 31, 2014, our internal control over financial reporting is effective**.** Securities and Exchange Commission guidelines permit companies to exclude acquisitions from their assessment of internal control over financial reporting during the first year following an acquisition.

Attestation Report of the Independent Registered Public Accounting Firm

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, the independent registered public accounting firm that audited our consolidated financial statements, has audited the effectiveness of the Company's internal control over financial reporting as of December 31, 2014. Their report is included in this Annual Report on Form 20-F on page F-2.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting during 2014 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 16A. Audit Committee Financial Expert

The Supervisory Board has designated Mr. Lawrence Rosen as an "audit committee financial expert" as that term is defined in the SEC rules adopted pursuant to the Sarbanes-Oxley Act. Mr. Rosen is "independent" as defined in the Marketplace Rules of the NASDAQ as applicable to Audit Committees.

Item 16B. Code of Ethics

QIAGEN has in place a Code of Conduct which qualifies as a code of ethics, as required by SEC and NASDAQ Marketplace Rules. The Code of Conduct applies to all of QIAGEN's employees, including our principal executive officer, principal financial officer, principal accounting officer or controller and other persons performing similar functions. The full text of the Code of Conduct is available on our website at *www.qiagen.com*.

Item 16C. Principal Accountant Fees and Services

Audit Committee Pre-Approval Policies and Procedures

The Audit Committee has adopted a pre-approval policy that requires the pre-approval of all services performed for us by our independent registered public accounting firm. Additionally, the Audit Committee has delegated to the Committee Chairman full authority to approve any management request for pre-approval, provided the Chairman presents any approval given at its next scheduled meeting. All audit-related services, tax services and other services rendered by our independent registered public accounting firm or their affiliates were pre-approved by the Audit Committee and are compatible with maintaining the auditor's independence.

At our 2014 Annual General Meeting of Shareholders held on June 25, 2014, our shareholders appointed Ernst & Young. Set forth below are the total fees billed (or expected to be billed), on a consolidated basis, by Ernst & Young and affiliates for providing audit and other professional services in each of the last two years:

(in millions)	2014	2013
Audit fees	**$ 0.9**	$ 1.2
Audit-related fees	**0.5**	0.6
Tax fees	**0.2**	0.3
All other fees	**0.4**	1.8
Total	**$ 2.0**	$ 3.9

Audit fees consist of fees and expenses billed for the annual audit and quarterly review of QIAGEN's consolidated financial statements. They also include fees billed for other audit services, which are those services that only the statutory auditor can provide, and include the review of documents filed with the Securities Exchange Commission.

Audit-related fees consist of fees and expenses billed for assurance and related services that are related to the performance of the audit or review of QIAGEN's financial statements and include consultations concerning financial accounting and reporting standards and review of the opening balance sheets of newly acquired companies.

Tax fees include fees and expenses billed for tax compliance services, including assistance on the preparation of tax returns and claims for refund; tax consultations, such as assistance and representation in connection with tax audits and appeals.

All other fees include various fees and expenses billed for services as approved by the Audit Committee and as allowed by the Sarbanes-Oxley Act of 2002. In 2014, $0.4 million of audit-related fees are related to the convertible bond issuance in the first quarter 2014. The vast majority of payments in 2013 in other fees involved services for major information technology projects, which were phased down in 2014.

Item 16D. Exemptions From the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The following table sets out information concerning repurchases of our common shares, which we intend to use to serve our exchangeable debt instruments and employee share-based remuneration plans.

Purchases between January 1, 2014 and December 31, 2014 were made in accordance with the authorization to acquire and use treasury shares granted at the Annual General Meeting of Shareholders on June 26, 2013 (the 2013 program) and June 25, 2014 (the 2014 program), pursuant to which the Managing Board was authorized to acquire up to $100 million of QIAGEN common shares in each of the 2013 program and the 2014 program. We concluded the 2013 program in June 2014 and began the 2014 program in August 2014. The approximate dollar value of shares that were available for purchase under the 2014 program as of December 31, 2014 was $50.9 million. The 2014 program will conclude at the earlier of either the repurchase of $100 million of QIAGEN common shares or December 25, 2015.

Period	(a)Total Number of Shares Purchased	(b)Average Price Paid per Share in $[1]	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans and Programs	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under these Plans and Programs (in millions)[2]
January 1-31, 2014	530,281	$23.99	530,281	$64.6
February 1-28, 2014	1,316,813	$22.83	1,316,813	$34.5
March 1-31, 2014	24,670	$21.15	24,670	$34.0
April 1-30, 2014	641,792	$20.82	641,792	$20.6
May 1-31, 2014	485,747	$22.10	485.747	$9.9
June 1-30, 2014	440,841	$23.18	440.841	$0.0
July 1-31, 2014	0	$0.00	0	$0.0
August 1-31, 2014	202,392	$23.80	202.392	$95.2
September 1-30, 2014	394,898	$23.67	394,898	$85.8
October 1-31, 2014	789,039	$22.20	789,039	$68.3
November 1-30, 2014	409,710	$23.46	409,710	$58.7
December 1-31, 2014	321,997	$24.38	321,997	$50.9
Total	5,558,180	$22.83	5,558,180	

[1]The average price paid per share of stock repurchased under the stock repurchase program includes the commissions paid to the brokers.

[2]The approximate value of shares that may yet be purchased under these plans and programs does not include commissions that may be paid to brokers in connection with such purchases.

Item 16F. Change in Registrant's Certifying Accountant

In accordance with Dutch law, our external auditor is appointed by our general meeting of stockholders on the proposal of the supervisory board, after the supervisory board has been advised by the audit committee. Further, under the Dutch Audit Profession Act we are required to rotate our external audit firm at least every eight years, which would require us to change our external auditor in 2016. It is currently the Audit Committee's intention to advise the Supervisory Board to recommend that our stockholders approve an auditor other than Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft at the 2015 annual general meeting of stockholders. If such a change is approved by the annual general meeting of stockholders, we will report accordingly in our next annual report on Form 20-F.

Item 16G. Corporate Governance

We recognize the importance of clear and straightforward rules on corporate governance and, where appropriate, have adapted our internal organization and processes to these rules. This section provides an overview of QIAGEN's corporate governance structure and includes details of the information required under the Dutch Corporate Governance Code (the Dutch Code). The Dutch Code is applicable to QIAGEN N.V. (in the following also referred to as the "Company"), as it is a publicly listed company incorporated under the laws of the Netherlands with a registered seat in Venlo, the Netherlands. The Dutch Code contains the principles and concrete provisions which the persons involved in a listed company (including Managing Board members and Supervisory Board members) and stakeholders should observe in relation to one another.

Our corporate governance practices generally derive from the provisions of the Dutch Civil Code and the Dutch Corporate Governance Code. Further, due to our listing at the NASDAQ exchange in the U.S., the Managing Board and the Supervisory Board of QIAGEN N.V. declared their intention to disclose in QIAGEN's Annual Reports the Company's compliance with the

corporate governance practices followed by U.S. companies under the NASDAQ listing standards or state the deviations recorded in the period.

A brief summary of the principal differences follows.

Corporate Structure

QIAGEN is a 'Naamloze Vennootschap,' or N.V., a Dutch limited liability company similar to a corporation in the United States. QIAGEN has a two-tier board structure. QIAGEN is managed by a Managing Board consisting of executive management acting under the supervision of a Supervisory Board (non-executives), similar to a Board of Directors in a U.S. corporation. It is in the interest of QIAGEN and all its stakeholders that each Board performs its functions appropriately and that there is a clear division of responsibilities between the Managing Board, the Supervisory Board, the general meeting of shareholders (General Meeting) and the external auditor in a well-functioning system of checks and balances.

Managing Board

General

The Managing Board manages QIAGEN and is responsible for defining and achieving QIAGEN's aims, strategy, policies and results. The Managing Board is also responsible for complying with all relevant legislation and regulations as well as for managing the risks associated with the business activities and the financing of QIAGEN. It reports related developments to and discusses the internal risk management and control systems with the Supervisory Board and the Audit Committee. The Managing Board is accountable for the performance of its duties to the Supervisory Board and the General Meeting of Shareholders (General Meeting). The Managing Board provides the Supervisory Board with timely information necessary for the exercise of the duties of the Supervisory Board. In discharging its duties, the Managing Board takes into account the interests of QIAGEN, its enterprises and all parties involved in QIAGEN, including shareholders and other stakeholders.

Composition and Appointment

The Managing Board consists of one or more members as determined by the Supervisory Board. The members of the Managing Board are appointed by the General Meeting upon the joint meeting of the Supervisory Board and the Managing Board (the Joint Meeting) having made a binding nomination for each vacancy. However, the General Meeting may at all times overrule the binding nature of such a nomination by a resolution adopted by at least a two-thirds majority of the votes cast, if such majority represents more than half the issued share capital. Managing Directors are appointed annually for the period beginning on the date following the Annual General Meeting up to and including the date of the Annual General Meeting held in the following year.

Members of the Managing Board may be suspended and dismissed by the General Meeting by a resolution adopted by a two-thirds majority of the votes cast, if such majority represents more than half of the issued share capital, unless the proposal was made by the Joint Meeting, in which case a simple majority of votes cast is sufficient. Furthermore, the Supervisory Board may at any time suspend (but not dismiss) a member of the Managing Board.

Conflicts of Interest, Loans or Similar Benefits

Resolutions to enter into transactions under which members of the Managing Board could have a conflict of interest with QIAGEN, and which are of material significance to QIAGEN and/or the relevant member of the Managing Board, require the approval of the Supervisory Board. QIAGEN has not entered into any such transactions in 2014. No credit, loans or similar benefits were granted to members of the Managing Board. Additionally, the Managing Board Members did not receive any benefits from third parties that were either promised or granted in view of their position as members of the Managing Board.

Further information on our Managing Directors can be found in Item 6 of this Annual Report.

Supervisory Board

General

The Supervisory Board supervises the policies of the Managing Board, the general course of QIAGEN's affairs and strategy and the business enterprises which we operate. The Supervisory Board assists the Managing Board by providing advice relating to the business activities of QIAGEN. In 2014, the Supervisory Board had eight regular meetings that were held with the attendance of the Managing Board, while certain agenda items were discussed exclusively between the Supervisory Board members. In discharging its duties, the Supervisory Board takes into account the interests of QIAGEN, its enterprise and all parties involved in QIAGEN, including shareholders and other stakeholders. The Supervisory Board is responsible for the quality of its own performance. In this respect, the Supervisory Board conducts a self-evaluation on an annual basis. Our Supervisory Board has specified matters requiring its approval, including decisions and actions which would fundamentally change the company's assets, financial position or results of operations. The Supervisory Board has appointed an Audit Committee, a Compensation Committee, a Selection and Appointment (Nomination) Committee and a Science and Technology

Committee from among its members and can appoint other committees as deemed beneficial. The Supervisory Board has approved charters pursuant to which each of the committees operates.

Composition and Appointment

The Supervisory Board consists of at least three members, or a larger number as determined by the Joint Meeting. Members of the Supervisory Board are appointed by the General Meeting upon the Joint Meeting having made a binding nomination for each vacancy. However, the General Meeting may at all times overrule the binding nature of such a nomination by a resolution adopted by at least a two-thirds majority of the votes cast, if such majority represents more than half the issued share capital.

The Supervisory Board shall be composed in a way that enables it to carry out its duties properly and enables its members to act critically and independently of one another and of the Managing Board and any particular interests. To that effect, the Supervisory Board has adopted a profile of its size and composition that takes into account the nature of our business, our activities and the desired expertise and background of the members of the Supervisory Board. The current profile of the Supervisory Board can be found on our website. The Supervisory Board has appointed a chairman from its members who has the duties assigned to him by the Articles of Association and the Dutch Code.

Members of the Supervisory Board are appointed annually for the period beginning on the date following the General Meeting up to and including the date of the General Meeting held in the following year. Members of the Supervisory Board may be suspended and dismissed by the General Meeting by a resolution adopted by a two-thirds majority of the votes cast, if such majority represents more than half of the issued share capital, unless the proposal was made by the Managing Board and the Supervisory Board in which case a simple majority of votes cast is sufficient.

Conflicts of Interest, Loans or Similar Benefits

Resolutions to enter into transactions under which members of the Supervisory Board could have a conflict of interest with QIAGEN, and which are of material significance to QIAGEN and/or the relevant member of the Supervisory Board, require the approval of the Supervisory Board plenum. In 2014, neither QIAGEN nor its Supervisory Board members have entered into any such transactions. No credit, loans or similar benefits were granted to members of the Supervisory Board. Additionally, the Supervisory Board Members did not receive any benefits from third parties that were either promised or granted in view of their position as members of the Supervisory Board.

Further information on our Supervisory Directors can be found in Item 6 of this Annual Report.

Additional Information

Shareholders

Our shareholders exercise their voting rights through Annual and Extraordinary General Meetings. Resolutions of the General Meeting are adopted by an absolute majority of votes cast, unless a different majority of votes or quorum is required by Dutch law or the Articles of Association. Each common share confers the right to cast one vote.

Furthermore, the Managing Board, or where appropriate, the Supervisory Board, shall provide all shareholders and other parties in the financial markets with equal and simultaneous information about matters that may influence QIAGEN's share price.

QIAGEN is required to convene an Annual General Meeting in the Netherlands no later than six months following the end of each year. The agenda for the Annual General Meeting must contain certain matters as specified in QIAGEN's Articles of Association and under Dutch law, including, among other things, the adoption of QIAGEN's annual financial statements.

Additional Extraordinary General Meetings may be convened at any time by the Managing Board, the Supervisory Board or by one or more shareholders jointly representing at least 40% of QIAGEN's issued share capital. Furthermore, one or more shareholders, who jointly represent at least 10% of QIAGEN's issued share capital may, on their application, be authorized by the district court judge having applications for interim relief, to convene a General Meeting. Shareholders are entitled to propose items for the agenda of the General Meeting provided that they hold at least 3% of the issued share capital. Proposals for agenda items for the General Meeting must be submitted at least 60 days prior to the meeting date. The notice convening a General Meeting, accompanied by the agenda, shall be sent no later than 42 days prior to the meeting. QIAGEN informs the General Meeting by means of explanatory notes to the agenda, providing all facts and circumstances relevant to the proposed resolutions.

Independence

Unlike the NASDAQ listing standards which require a majority of the Supervisory Board members to be independent, the Dutch Corporate Governance Code recommends that all Supervisory Board members, with the exception of not more than one person, shall be independent within the meaning of its “best practice” provision. In some cases the Dutch independence requirement is more stringent, such as by requiring a longer “look back” period (five years) for former executive directors. In

other cases, the NASDAQ rules are more stringent, such as a broader definition of disqualifying affiliations. Currently, a majority of our Supervisory Board are “independent” under both the NASDAQ and Dutch definitions.

Independent Auditors

In accordance with the requirements of Dutch law, our independent registered public accounting firm is appointed, and may be removed by, the General Meeting. The Supervisory Board nominates a candidate for the appointment as external auditor, for which purpose both the Audit Committee and the Managing Board advise the Supervisory Board. At the Annual General Meeting in 2014, Ernst & Young was appointed as external auditor for the Company for 2014 year.

The remuneration of the external auditor, and instructions to the external auditor to provide non-audit services, shall be approved by the Supervisory Board on the recommendation of the Audit Committee and after consultation with the Managing Board. At least once every four years, the Supervisory Board and the Audit Committee shall conduct a thorough assessment of the functioning of the external auditor. The main conclusions of this assessment shall be communicated to the General Meeting for the purposes of assessing the nomination for the appointment of the external auditor. The external auditor is invited to attend the meeting of the Supervisory Board at which the financial statements shall be approved and is furthermore invited to attend the General Meeting at which the financial statements are adopted and may be questioned by the General Meeting on its statement on the fairness of our annual accounts.

Whistleblower Policy and Code of Conduct

We have a formal Whistleblower Policy concerning the reporting of alleged irregularities within QIAGEN of a general, operational or financial nature. Furthermore, we have a published Code of Conduct that outlines business principles for our employees and rules of conduct. The Code of Conduct can be found on our website at www.qiagen.com.

Anti-Takeover Measures

In 2004, the Supervisory Board granted an option to the Dutch Foundation Stichting Preferente Aandelen QIAGEN that allows the Foundation to acquire preference shares from QIAGEN if (i) a person has (directly or indirectly) acquired or has expressed a desire to acquire more than 20% of our issued share capital, or (ii) a person holding at least a 10% interest in the share capital has been designated as a hostile person by our Supervisory Board. The option enables the Foundation to acquire preference shares equal to the number of our outstanding common shares at the time of the relevant exercise of the right, less one share. When exercising the option and exercising its voting rights on these shares, the Foundation must act in the interest of QIAGEN and the interests of our stakeholders. No preference shares are currently outstanding.

Dutch Corporate Governance Code--Comply or Explain

The corporate governance structure and compliance with the Dutch Code is the joint responsibility of the Managing Board and the Supervisory Board. They are accountable for this responsibility to the General Meeting. We continue to seek ways to improve our corporate governance by measuring itself against international best practice. The Dutch Code was last amended on December 10, 2008, and can be found at www.commissiecorporategovernance.nl.

Non-application of a specific best practice provision is not in itself considered objectionable by the Dutch Code and may well be justified because of particular circumstances relevant to a company. In accordance with Dutch law, we disclose in our Annual Report the application of the Dutch Code's principles and best practice provisions.

To the extent that we do not apply certain principles and best practice provisions, or do not intend to apply these in the current or the subsequent year, we state the reasons.

We take a positive view of the Dutch Code and apply nearly all of the best practice provisions. However, we prefer not to apply some provisions due to the international character of our business as well as the fact - acknowledged by the Commission that drafted the Dutch Code - that existing contractual agreements between QIAGEN and individual members of the Managing Board cannot be set aside at will.

The following provides an overview of exceptions that we have identified:

1. *Best practice provision II.1.1 recommends that a management board member is appointed for a maximum period of four years. A member may be reappointed for a term of not more than four years at a time.*

   Members of the Managing Board are appointed annually for a one-year period beginning on the day following the General Meeting up to and including the day of the General Meeting held in the following year.

2. *Best practice provision II.2.4 recommends that the number of granted options shall be dependent on the achievement of challenging targets specified beforehand.*

   In the past, members of our Managing Board were granted options to acquire common shares at an exercise price higher than the market price on the grant date (as determined by reference to an organized trading market or

association). Our view is that the "challenging target" has been set at the time of granting the options since the holder cannot realize any value from these options unless the price of our common shares has risen above the exercise price. On June 25, 2014 the Annual General Meeting approved amendments to the remuneration policy of the Managing Board which state that grants of stock options and restricted stock units which are based on time vesting only shall no longer be made on a regular basis and shall be reserved for use as special equity incentive rewards in certain situations. No stock options were granted to the members of the Managing Board in 2014.

3. *Best practice provision II.2.5 recommends that shares granted to management board members without financial consideration shall be retained for a period of at least five years or until at least at the end of the employment, if this period is shorter. The number of shares to be granted shall be dependent on the achievement of clearly quantifiable and challenging targets specified beforehand.*

   Members of the Managing Board are granted restricted stock units and performance stock units from time to time. Restricted stock units represent rights to receive common shares at a future date. The number of granted restricted stock units is dependent upon the achievement of pre-defined performance goals. Restricted stock units are structured so that 40% of a grant vests after three years, 50% after five years and the remaining 10% after ten years. Performance stock units have performance conditions in addition to time-vesting.

4. *Best practice provision II.2.8 recommends that the maximum remuneration in the event of dismissal of a management board member may not exceed one year's salary (the "fixed" remuneration component). If the maximum of one year's salary would be manifestly unreasonable for a management board member who is dismissed during his first term of office, such board member shall be eligible for a severance pay not exceeding twice the annual salary.*

   Our Managing Board members have entered into employment agreements with QIAGEN N.V. and some QIAGEN affiliates for which they hold managing positions. In case of termination of an agreement without serious cause as defined by the applicable law, the respective affiliate would remain obliged to compensate the Managing Board member for the remaining term of the employment agreement. QIAGEN believes that these contractual arrangements are well justified due to the long tenures of the Managing Board members.

5. *Best practice provision III.3.5 recommends that a person may be appointed to the supervisory board for a maximum of three 4-year terms.*

   Prof. Karobath has been a member of the Supervisory Board of QIAGEN N.V. since 2000. Prof. Karobath contributes profound scientific and industry experience from various management positions in the pharmaceutical industry to the board profile. He has a unique knowledge about QIAGEN which is considered to be highly valuable. As a result, QIAGEN strongly supports the reappointment Prof. Karobath beyond the 12-year term as recommended by the Dutch Code.

6. *Best practice provision III.7.1 recommends that a supervisory board member may not be granted any shares and/or rights to shares by way of remuneration.*

   QIAGEN has granted stock options to the members of the Supervisory Board as a remuneration component since its establishment. Since 2007, Supervisory Board members have also been granted restricted stock units. We believe that the reasonable level of equity based compensation which we practice allows a positive alignment of shareholder interests with the other duties of the Supervisory Board and that this practice is necessary to attract and retain Supervisory Board members as the granting of share-based compensation to Supervisory Board members is a common practice in our industry.

7. *Best practice provision IV.1.1 recommends that a general meeting of shareholders is empowered to cancel binding nominations of candidates for the management board and supervisory board, and to dismiss members of either board by a simple majority of votes of those in attendance, although the company may require a quorum of at least one third of the voting rights outstanding for such vote to have force. If such quorum is not represented, but a majority of those in attendance votes in favor of the proposal, a second meeting may be convened and its vote will be binding, even without a one-third quorum.*

   Our Articles of Association currently state that the General Meeting may at all times overrule a binding nomination by a resolution adopted by at least a two-thirds majority of the votes cast, if such majority represents more than half of the issued share capital. Although a deviation from provision IV.1.1 of the Dutch Code, the Supervisory Board and the Managing Board hold the view that these provisions will enhance the continuity of QIAGEN's management and policies.

NASDAQ Exemptions

Exemptions from the NASDAQ corporate governance standards are available to foreign private issuers, such as QIAGEN when those standards are contrary to a law, rule or regulation of any public authority exercising jurisdiction over such issuer or

contrary to generally accepted business practices in the issuer's country of domicile. In connection with QIAGEN's initial public offering, NASDAQ granted QIAGEN exemptions from certain corporate governance standards that are contrary to the laws, rules, regulations or generally accepted business practices of The Netherlands. These exemptions and the practices followed by QIAGEN are described below:

- QIAGEN is exempt from NASDAQ's quorum requirements applicable to meetings of ordinary shareholders. In keeping with the law of The Netherlands and generally accepted business practices in The Netherlands, QIAGEN's Articles of Association provide that there are no quorum requirements generally applicable to meetings of the General Meeting.
- QIAGEN is exempt from NASDAQ's requirements regarding the solicitation of proxies and provision of proxy statements for meetings of the General Meeting. QIAGEN does furnish proxy statements and solicit proxies for meetings of shareholders. Dutch corporate law sets a mandatory (participation and voting) record date for Dutch listed companies fixed at the twenty-eighth day prior to the day of the shareholders' meeting. Shareholders registered at such record date are entitled to attend and exercise their rights as shareholders at the General Meeting, regardless of a sale of shares after the record date.
- QIAGEN is exempt from NASDAQ's requirements that shareholder approval be obtained prior to the establishment of, or material amendments to, stock option or purchase plans and other equity compensation arrangements pursuant to which options or stock may be acquired by directors, officers, employees or consultants. QIAGEN is also exempt from NASDAQ's requirements that shareholder approval be obtained prior to certain issuances of stock resulting in a change of control, occurring in connection with acquisitions of stock or assets of another company or issued at a price less than the greater of book or market value other than in a public offering. QIAGEN's Articles of Association do not require approval of the General Meeting prior to the establishment of a stock plan. The Articles of Association also permit the General Meeting to grant the Supervisory Board general authority to issue shares without further approval of the General Meeting. QIAGEN's General Meeting has granted the Supervisory Board general authority to issue up to a maximum of our authorized capital without further approval of the General Meeting. QIAGEN plans to seek approval of the General Meetings for stock plans and stock issuances only where required under the law of The Netherlands or under QIAGEN's Articles of Association.

Further Information

For additional information regarding our Boards, including the Audit and other Committees of our Supervisory Board, please refer to the discussion in Item 6 above.

Item 16H. Mine Safety Disclosure

Not applicable.

PART III

Item 17. Financial Statements

See Item 18.

Item 18. Financial Statements

See pages F-1 through F-43 included herein.

(A) The following financial statements, together with the reports of Ernst & Young thereon, are filed as part of this annual report:

Item 19. Exhibits

1.1	Articles of Association as confirmed by notorial deed as of June 30, 2011 (English translation) (Filed as Exhibit 4.1) (1)
2.1	Indenture between QIAGEN Finance (Luxembourg) S.A., QIAGEN N.V., Deutsche Trustee Company Limited, Deutsche Bank AG and Deutsche Bank Luxembourg S.A. dated August 18, 2004 (2)
2.2	Agreement In Connection With The Delivery Of Ordinary Shares In The Share Capital Of QIAGEN N.V. Pursuant To Convertible Notes Due 2024 Issued By QIAGEN Finance (Luxembourg) S.A. dated August 18, 2004 (2)
2.3	Amendment to Agreement In Connection With The Delivery Of Ordinary Shares In The Share Capital Of QIAGEN N.V. Pursuant To Convertible Notes Due 2024 Issued By QIAGEN Finance (Luxembourg) S.A. dated July 1, 2006 (3)
2.4	$400 Million Note Purchase Agreement dated as of October 16, 2012 (4)
*2.5	Note Purchase Agreement dated March 12, 2014
*2.6	Purchase Agent Agreement dated March 12, 2014
*2.7	2019 Bonds Indenture dated March 19, 2014
*2.8	2021 Bonds Indenture dated March 19, 2014
*2.9	2019 Form of Warrant Confirmation dated March 12, 2014
*2.10	2021 Form of Warrant Confirmation dated March 12, 2014
*2.11	2019 Form of Bond Hedge Confirmation dated March 12, 2014
*2.12	2021 Form of Bond Hedge Confirmation dated March 12, 2014
4.1	Lease Between QIAGEN GmbH and Gisantus Grundstuecksverwaltungsgesellschaft mbH, dated January 13, 1997 (the “Max-Volmer-Strasse 4 Lease”) (Filed as Exhibit 10.3) (5)
4.2	The Max-Volmer-Strasse 4 Lease Summary (Filed as Exhibit 10.3(a)) (5)

4.3	QIAGEN N.V. Amended and Restated 2005 Stock Plan (Filed as Exhibit 99.1) (1)
4.4	Digene Corporation Amended and Restated Stock Option Plan (Filed as Exhibit 99.3) (6)
*8.1	List of Subsidiaries
*12.1	Certification under Section 302; Peer M. Schatz, Managing Director and Chief Executive Officer
*12.2	Certification under Section 302; Roland Sackers, Managing Director and Chief Financial Officer
*13.1	Certifications under Section 906; Peer M. Schatz, Managing Director and Chief Executive Officer and Roland Sackers, Managing Director and Chief Financial Officer
*15.1	Consent of Independent Registered Public Accounting Firm
†*101	XBRL Interactive Data File

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* Filed herewith.

† Pursuant to Rule 406(T) of Regulation S-T, the Interactive Data Files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933 as amended, are deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

(1) Incorporated by reference to Registration Statement of QIAGEN N.V. on Form S-8 filed with the Securities and Exchange Commission on November 17, 2011.

(2) Incorporated by reference to Form 20-F Annual Report of QIAGEN N.V. filed with the Securities and Exchange Commission on April 19, 2005.

(3) Incorporated by reference to Form 20-F Annual Report of QIAGEN N.V. filed with the Securities and Exchange Commission on April 2, 2007.

(4) Incorporated by reference to Form 20-F Annual Report of QIAGEN N.V. filed with the Securities and Exchange Commission on March 1, 2013.

(5) Incorporated by reference to Form 20-F Annual Report of QIAGEN N.V. filed with the Securities and Exchange Commission on March 31, 2000.

(6) Incorporated by reference to Registration Statement of QIAGEN N.V. on Form S-8 filed with the Securities and Exchange Commission on August 7, 2007.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

QIAGEN N.V.

Dated: February 27, 2015

By: /s/ Peer M. Schatz

Peer M. Schatz, Chief Executive Officer

/s/ Roland Sackers

Roland Sackers, Chief Financial Officer

QIAGEN N.V. AND SUBSIDIARIES

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Supervisory Board and Shareholders of QIAGEN N.V. and Subsidiaries

We have audited the accompanying consolidated balance sheets of QIAGEN N.V. and Subsidiaries as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2014. Our audits also included the financial statement schedule listed in the Index at Item 18(A). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of QIAGEN N.V. and Subsidiaries at December 31, 2014 and 2013, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), QIAGEN N.V. and Subsidiaries' internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) and our report dated February 27, 2015 expressed an unqualified opinion thereon.

February 27, 2015

Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft
Düsseldorf, Germany

/s/ Hendrik Hollweg
Wirtschaftsprüfer
[German Public Auditor]

/s/ Tobias Schlebusch
Wirtschaftsprüfer
[German Public Auditor]

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Supervisory Board and Shareholders of QIAGEN N.V. and Subsidiaries

We have audited QIAGEN N.V. and Subsidiaries' internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the COSO criteria). QIAGEN N.V. and Subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, QIAGEN N.V. and Subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of QIAGEN N.V. and Subsidiaries as of December 31, 2014 and 2013 and the related consolidated statements of income, comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2014 of QIAGEN N.V. and Subsidiaries and our report dated February 27, 2015 expressed an unqualified opinion thereon.

February 27, 2015

Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft
Düsseldorf, Germany

/s/ Hendrik Hollweg
Wirtschaftsprüfer
[German Public Auditor]

/s/ Tobias Schlebusch
Wirtschaftsprüfer
[German Public Auditor]

QIAGEN N.V. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(in $ thousands)

	Note	As of December 31, 2014	2013
Assets			
Current assets:			
Cash and cash equivalents	**(3)**	**$ 392,667**	$ 330,303
Short-term investments	**(7)**	**184,036**	49,923
Accounts receivable, net of allowance for doubtful accounts of $8,847 and $10,683 in 2014 and 2013, respectively	**(3)**	**265,231**	259,710
Income taxes receivable		**29,312**	46,874
Inventories, net	**(3)**	**132,276**	128,097
Prepaid expenses and other current assets	**(8)**	**113,771**	66,290
Deferred income taxes	**(16)**	**31,457**	39,692
Total current assets		**1,148,750**	920,889
Long-term assets:			
Property, plant and equipment, net	**(9)**	**428,093**	445,044
Goodwill	**(11)**	**1,887,963**	1,855,691
Intangible assets, net of accumulated amortization of $726,273 and $630,136 in 2014 and 2013, respectively	**(11)**	**726,914**	790,405
Deferred income taxes	**(16)**	**4,298**	5,081
Other long-term assets	**(10), (13)**	**258,354**	71,282
Total long-term assets		**3,305,622**	3,167,503
Total assets		**$ 4,454,372**	$ 4,088,392

The accompanying notes are an integral part of these consolidated financial statements.

QIAGEN N.V. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(in $ thousands, except par value)

	Note	As of December 31, 2014	2013
Liabilities and equity			
Current liabilities:			
Current portion of long-term debt (of which $130,451 in 2014 due to related parties)	**(15)**	**$ 131,119**	$ 207
Accounts payable		**46,124**	50,869
Accrued and other liabilities (of which $3,884 and $6,943 in 2014 and 2013 due to related parties)	**(12) (22)**	**224,203**	245,236
Income taxes payable		**28,935**	38,131
Deferred income taxes	**(16)**	**1,245**	2,595
Total current liabilities		**431,626**	337,038
Long-term liabilities:			
Long-term debt, net of current portion (of which $445,000 in 2013 due to related parties)	**(15) (22)**	**1,040,960**	845,276
Deferred income taxes	**(16)**	**117,264**	143,760
Other liabilities	**(13)**	**206,523**	38,447
Total long-term liabilities		**1,364,747**	1,027,483
Commitments and contingencies	**(19)**		
Equity:			
Preference shares, 0.01 EUR par value, authorized—450,000 shares, no shares issued and outstanding		**—**	—
Financing preference shares, 0.01 EUR par value, authorized—40,000 shares, no shares issued and outstanding		**—**	—
Common Shares, 0.01 EUR par value, authorized—410,000 shares, issued — 239,707 shares at December 31, 2014 and 2013		**2,812**	2,812
Additional paid-in capital		**1,823,171**	1,777,894
Retained earnings		**1,125,686**	1,054,431
Accumulated other comprehensive loss	**(17)**	**(134,735)**	(4,192)
Less treasury shares, at cost—7,684 and 5,817 shares at December 31, 2014 and 2013, respectively	**(17)**	**(167,190)**	(116,613)
Equity attributable to the owners of QIAGEN N.V.		**2,649,744**	2,714,332
Noncontrolling interest		**8,255**	9,539
Total equity		**2,657,999**	2,723,871
Total liabilities and equity		**$ 4,454,372**	$ 4,088,392

The accompanying notes are an integral part of these consolidated financial statements.

QIAGEN N.V. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

(in $ thousands, except per share data)

	Note	Years ended December 31, 2014	2013	2012
Net sales	**(3)**	**$ 1,344,777**	$ 1,301,984	$ 1,254,456
Cost of sales		**479,839**	486,494	430,432
Gross profit		**864,938**	815,490	824,024
Operating expenses:				
Research and development	**(3)**	**163,627**	146,070	122,476
Sales and marketing		**376,873**	371,523	343,549
General and administrative, restructuring, integration and other	**(3) (6)**	**126,550**	199,072	152,068
Acquisition-related intangible amortization		**37,070**	35,495	36,117
Total operating expenses		**704,120**	752,160	654,210
Income from operations		**160,818**	63,330	169,814
Other income (expense):				
Interest income		**3,964**	2,299	2,382
Interest expense		**(39,330)**	(30,882)	(23,452)
Other income (expense), net		**(6,938)**	2,591	(3,591)
Total other expense, net		**(42,304)**	(25,992)	(24,661)
Income before income taxes		**118,514**	37,338	145,153
Income taxes	**(3) (16)**	**1,312**	(31,760)	15,616
Net income		**117,202**	69,098	129,537
Net income attributable to noncontrolling interest		**568**	25	31
Net income attributable to the owners of QIAGEN N.V.		**$ 116,634**	$ 69,073	$ 129,506
Basic net income per common share attributable to the owners of QIAGEN N.V.		**$ 0.50**	$ 0.30	$ 0.55
Diluted net income per common share attributable to the owners of QIAGEN N.V.		**$ 0.48**	$ 0.29	$ 0.54
Weighted-average common shares outstanding (in thousands)				
Basic	**(18)**	**232,644**	234,000	235,582
Diluted	**(18)**	**241,538**	242,175	240,746

The accompanying notes are an integral part of these consolidated financial statements.

QIAGEN N.V. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(in $ thousands)

	Note	Years ended December 31, 2014	2013	2012
Net income		**$ 117,202**	$ 69,098	$ 129,537
Other comprehensive income (loss) to be reclassified to profit or loss in subsequent periods:				
Gains on cash flow hedges, before tax	**(13)**	**—**	—	305
Reclassification adjustments on cash flow hedges, before tax	**(13)**	**—**	—	781
Cash flow hedges, before tax		**—**	—	1,086
Gains (losses) on pensions, before tax		**(687)**	117	(863)
Foreign currency translation adjustments, before tax		**(131,326)**	(45,807)	27,639
Other comprehensive (loss) income, before tax		**(132,013)**	(45,690)	27,862
Income tax relating to components of other comprehensive (loss) income		**(57)**	(2,151)	416
Total other comprehensive (loss) income, after tax		**(132,070)**	(47,841)	28,278
Comprehensive (loss) income		**(14,868)**	21,257	157,815
Comprehensive (income) loss attributable to noncontrolling interest		**959**	(367)	(222)
Comprehensive (loss) income attributable to the owners of QIAGEN N.V.		**$ (13,909)**	$ 20,890	$ 157,593

The accompanying notes are an integral part of these consolidated financial statements.

QIAGEN N.V. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

(in $ thousands)

	Note	Common Shares		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Shares		Equity Attributable to the Owners of QIAGEN N.V.	Non-controlling interest	Total Equity
		Shares	Amount				Shares	Amount			
BALANCE AT DECEMBER 31, 2011		234,221	$ 2,739	$ 1,673,733	$ 855,928	$ 15,904	—	$ —	$ 2,548,304	$ 9,494	$ 2,557,798
Acquisition of Ipsogen S.A. shares from non-controlling interests		—	—	—	—	—	—	—	—	(57)	(57)
Net income		—	—	—	129,506	—	—	—	129,506	31	129,537
Unrealized gain, net on hedging contracts		—	—	—	—	209	—	—	209	—	209
Realized loss, net on hedging contracts		—	—	—	—	553	—	—	553	—	553
Unrealized loss, net on pension	(17)	—	—	—	—	(598)	—	—	(598)	—	(598)
Translation adjustment, net	(17)	—	—	—	—	27,923	—	—	27,923	191	28,114
Purchase of treasury shares		—	—	—	—	—	(1,943)	(35,653)	(35,653)	—	(35,653)
Common stock issuances under employee stock plans	(20)	2,266	30	16,549	—	—	—	—	16,579	—	16,579
Tax benefit of employee stock plans		—	—	1,489	—	—	—	—	1,489	—	1,489
Share-based compensation	(20)	—	—	25,356	—	—	—	—	25,356	—	25,356
Proceeds from subscription receivables		—	—	1,036	—	—	—	—	1,036	—	1,036
BALANCE AT DECEMBER 31, 2012		236,487	$ 2,769	$ 1,718,163	$ 985,434	$ 43,991	(1,943)	$ (35,653)	$ 2,714,704	$ 9,659	$ 2,724,363
Acquisition of Ipsogen S.A. shares from non-controlling interests		—	—	—	—	—	—	—	—	(487)	(487)
Net income		—	—	—	69,073	—	—	—	69,073	25	69,098
Unrealized gain, net on pension	(17)	—	—	—	—	82	—	—	82	—	82
Translation adjustment, net	(17)	—	—	—	—	(48,265)	—	—	(48,265)	342	(47,923)
Purchase of treasury shares	(17)	—	—	—	—	—	(4,149)	(86,029)	(86,029)	—	(86,029)
Common stock issuances under employee stock plans	(20)	3,220	43	20,301	(76)	—	275	5,069	25,337	—	25,337
Excess tax benefit of employee stock plans		—	—	433	—	—	—	—	433	—	433
Share-based compensation	(20)	—	—	37,935	—	—	—	—	37,935	—	37,935
Proceeds from subscription receivables		—	—	1,062	—	—	—	—	1,062	—	1,062
BALANCE AT DECEMBER 31, 2013		239,707	$ 2,812	$ 1,777,894	$ 1,054,431	$ (4,192)	(5,817)	$ (116,613)	$ 2,714,332	$ 9,539	$ 2,723,871
Acquisition of Ipsogen S.A. shares from non-controlling interests		—	—	—	—	—	—	—	—	(325)	(325)
Net income		—	—	—	116,634	—	—	—	116,634	568	117,202
Issuance of warrants	(17)	—	—	68,900	—	—	—	—	68,900	—	68,900
Unrealized loss, net on pension	(17)	—	—	—	—	(481)	—	—	(481)	—	(481)
Translation adjustment, net	(17)	—	—	—	—	(130,062)	—	—	(130,062)	(1,527)	(131,589)
Purchase of treasury shares	(17)	—	—	—	—	—	(5,558)	(126,889)	(126,889)	—	(126,889)
Issuance of common shares in connection with warrant exercise	(15)	—	—	—	(12,115)	—	1,373	30,917	18,802	—	18,802
Issuance of common shares in connection with stock plan	(20)	—	—	—	(33,264)	—	2,318	45,395	12,131	—	12,131
Excess tax benefit of employee stock plans		—	—	1,596	—	—	—	—	1,596	—	1,596
Share-based compensation	(20)	—	—	42,188	—	—	—	—	42,188	—	42,188
Proceeds from subscription receivables		—	—	536	—	—	—	—	536	—	536
Redemption of subscription receivables	(17)	—	—	(67,943)	—	—	—	—	(67,943)	—	(67,943)
BALANCE AT DECEMBER 31, 2014		**239,707**	**$ 2,812**	**$ 1,823,171**	**$ 1,125,686**	**$ (134,735)**	**(7,684)**	**$ (167,190)**	**$ 2,649,744**	**$ 8,255**	**$ 2,657,999**

The accompanying notes are an integral part of these consolidated financial statements.

QIAGEN N.V. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

		Years ended December 31,		
(in $ thousands)	**Note**	**2014**	**2013**	**2012**
Cash flows from operating activities:				
Net income		**$ 117,202**	$ 69,098	$ 129,537
Adjustments to reconcile net income to net cash provided by operating activities, net of effects of businesses acquired:				
Depreciation and amortization		**200,782**	199,355	197,892
Non-cash acquisition, impairment and restructuring related costs		**34,297**	42,768	16,909
Share-based compensation expense	**(20)**	**42,188**	37,935	25,356
Excess tax benefits from share-based compensation		**(1,596)**	(3,130)	(1,489)
Deferred income taxes	**(16)**	**(41,291)**	(68,086)	(22,767)
Loss on early redemption of debt	**(15)**	**4,560**	—	—
Changes in fair value of contingent consideration	**(14)**	**—**	(11,127)	(11,463)
Other items, net		**10,632**	(13,611)	11,215
Net changes in operating assets and liabilities:				
Accounts receivable	**(3)**	**(16,561)**	(14,921)	(14,289)
Inventories	**(3)**	**(41,792)**	(17,499)	(20,376)
Prepaid expenses and other	**(8)**	**(2,273)**	(7,923)	(1,199)
Other assets		**(13,090)**	257	7
Accounts payable		**(5,495)**	(6,793)	(9,945)
Accrued and other liabilities	**(12)**	**(21,482)**	24,655	(25,042)
Income taxes	**(16)**	**16,034**	23,829	(35,328)
Other liabilities		**5,850**	4,150	5,862
Net cash provided by operating activities		**287,965**	258,957	244,880
Cash flows from investing activities:				
Purchases of property, plant and equipment		**(86,591)**	(84,468)	(101,996)
Proceeds from sale of equipment		**35**	44	1,312
Purchases of intangible assets		**(10,412)**	(34,225)	(26,089)
Cash paid for investments		**(9,426)**	(4,319)	(8,173)
Purchases of short-term investments	**(7)**	**(420,158)**	(20,346)	(39,942)
Sales of short-term investments	**(7)**	**275,779**	63,146	5,999
Cash paid for acquisitions, net of cash acquired	**(5)**	**(160,436)**	(170,546)	(131,997)
Other investing activities		**3,608**	(1,021)	—
Net cash used in investing activities		**(407,601)**	(251,735)	(300,886)
Cash flows from financing activities:				
Purchase of call option related to cash convertible notes	**(15)**	**(105,170)**	—	—
Proceeds from issuance of warrants, net of issuance costs	**(17)**	**68,900**	—	—
Net repayment/proceeds from short-term debt	**(15)**	**—**	(1,451)	(143,311)
Proceeds from debt issuance, net of issuance costs	**(15)**	**716,967**	13	397,916
Repayment of debt	**(15)**	**(387,050)**	(2,285)	(1,607)
Principal payments on capital leases		**(4,579)**	(4,215)	(3,780)
Proceeds from subscription receivables		**536**	1,062	1,036
Excess tax benefits from share based compensation		**1,596**	3,130	1,489
Proceeds from the exercise of stock options		**12,131**	25,337	16,579
Purchase of treasury shares	**(17)**	**(126,889)**	(86,029)	(35,653)
Acquisition of noncontrolling interest		**(325)**	(487)	(57)
Other financing activities		**16,726**	(3,834)	(6,008)
Net provided by (used in) financing activities		**192,843**	(68,759)	226,604
Effect of exchange rate changes on cash and cash equivalents		**(10,843)**	(2,197)	2,306
Net increase (decrease) in cash and cash equivalents		**62,364**	(63,734)	172,904
Cash and cash equivalents, beginning of year		**330,303**	394,037	221,133
Cash and cash equivalents, end of year		**$ 392,667**	$ 330,303	$ 394,037
Supplemental cash flow disclosures:				
Cash paid for interest		**$ 24,052**	$ 31,000	$ 17,298
Cash paid for income taxes		**$ 12,539**	$ 14,518	$ 61,586
Supplemental disclosure of non-cash investing and financing activities:				
Equipment purchased through capital lease		**$ 342**	$ 449	$ 492
Investment acquired in non-monetary exchange		**$ —**	$ —	$ 3,842
Intangible assets acquired in non-monetary exchange		**$ —**	$ —	$ 5,658

The accompanying notes are an integral part of these consolidated financial statements.

1. Corporate Information and Basis of Presentation

QIAGEN N.V. is a public limited liability company ('naamloze vennootschap') under Dutch law with registered office at Spoorstraat 50, Venlo, The Netherlands. QIAGEN N.V., a Netherlands holding company, and subsidiaries (we, our or the Company) is the leading global provider of Sample to Insight solutions to transform biological materials into valuable molecular insights. Our sample technologies isolate and process DNA, RNA and proteins from blood, tissue and other materials. Assay technologies make these biomolecules visible and ready for analysis. Bioinformatics software and knowledge bases interpret data to report relevant, actionable insights. Automation solutions tie these together in seamless and cost-effective molecular testing workflows. We provide these workflows to four major customer classes: Molecular Diagnostics (human healthcare), Applied Testing (forensics, veterinary testing and food safety), Pharma (pharmaceutical and biotechnology companies) and Academia (life sciences research). We market our products in more than 100 countries.

The accompanying consolidated financial statements were prepared in accordance with U.S. generally accepted accounting principles (GAAP) and all amounts are presented in U.S. dollars rounded to the nearest thousand, unless otherwise indicated. The consolidated financial statements have been prepared on a historical cost basis, except for derivative financial instruments, contingent consideration and available-for-sale financial instruments that have been measured at fair value.

Certain reclassifications of prior year amounts have been made to conform to the current year presentation. For the years ended December 31, 2014 and 2013, the amounts related to fair value changes in derivatives have been revised and are included in other items, net in the consolidated statements of cash flows. These reclassifications had no effect on cash provided by operating activities or total cash flows.

On December 16, 2014 we acquired Enzymatics, located in Beverly, Massachusetts, and on April 3, 2014, we acquired BIOBASE, located in Wolfenbüttel, Germany. On August 22, 2013 we acquired CLC bio (CLC) located in Aarhus, Denmark and on April 29, 2013, we acquired Ingenuity Systems, Inc. (Ingenuity), located in Redwood City, California. Accordingly, at the acquisition dates, all of the assets acquired and liabilities assumed were recorded at their respective fair values and our consolidated results of operations include the operating results from the acquired companies from the acquisition dates.

2. Effects of New Accounting Pronouncements

Adoption of New Accounting Standards

In February 2013, the FASB issued Accounting Standards Update No. 2013-04 (ASU 2013-04), *"Liabilities (Topic 405) -Obligations Resulting fr om Joint and Several Liability Arrangements for Which the Total Amount of the Obligation Is Fixed at the Reporting Date."* The amendments in this update provide guidance for the recognition, measurement, and disclosure of obligations resulting from joint and several liability arrangements for which the total amount of the obligation within the scope of this update is fixed at the reporting date, except for obligations addressed within existing guidance in U.S. GAAP. The guidance requires an entity to measure those obligations as the sum of the amount the reporting entity agreed to pay on the basis of its arrangement among its co-obligors and any additional amount the reporting entity expects to pay on behalf of its co-obligors. The guidance in this update also requires an entity to disclose the nature and amount of the obligation as well as other information about those obligations. The requirements of ASU 2013-04 became effective for us on January 1, 2014 and did not have any material impact on our consolidated financial statements.

In March 2013, the FASB issued Accounting Standards Update No. 2013-05 (ASU 2013-05), *"Foreign Currency Matters (Topic 830): Parent's Accounting for the Cumulative Translation Adjustment upon Derecognition of Certain Subsidiaries or Groups of Assets within a Foreign Entity or of an Investment in a Foreign Entity."* The amendments in ASU 2013-05 provide guidance on releasing Cumulative Translation Adjustments (CTA) when a reporting entity (parent) ceases to have a controlling financial interest in a subsidiary or group of assets that is a nonprofit activity or a business within a foreign entity. In addition, these amendments provide guidance on the release of CTA in partial sales of equity method investments and in step acquisitions. For public entities, the amendments are effective on a prospective basis for fiscal years and interim reporting periods within those years, beginning after December 15, 2013. The amendments should be applied prospectively to derecognition events occurring after the effective date. Prior periods should not be adjusted and early adoption is permitted. ASU 2013-05 became effective for us in the period beginning January 1, 2014 and its adoption did not have an effect on our financial position, results of operations or cash flows.

In July 2013, the FASB issued Accounting Standards Update No. 2013-11 (ASU 2013-11), "*Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists"* (a consensus of the FASB Emerging Issues Task Force), which requires an entity to present an unrecognized tax benefit as a reduction of a deferred tax asset for a net operating loss (NOL) carryforward, or similar tax loss or tax credit carryforward, rather than as a liability when (1) the uncertain tax position would reduce the NOL or other carryforward under the tax law of the applicable jurisdiction and (2) the entity intends to use the deferred tax asset for that purpose. The ASU does not require new disclosures. It is effective prospectively for fiscal years, and interim periods within those years, beginning after December 15, 2013. ASU 2013-11 became effective for us in the period beginning January 1, 2014 and its adoption did not have a significant effect on our financial position, results of operations or cash flows.

New Accounting Standards Not Yet Adopted

In May 2014, the FASB issued Accounting Standards Update No. 2014-09 (ASU 2014-09), *"Revenue from Contracts with Customers: Topic 606"* which affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards (e.g., insurance contracts or lease contracts). This ASU will supersede the revenue recognition requirements in Topic 605, *Revenue Recognition*, and most industry-specific guidance. This ASU also supersedes some cost guidance included in Subtopic 605-35, *Revenue Recognition-Construction-Type and Production-Type Contracts*. In addition, the existing requirements for the recognition of a gain or loss on the transfer of nonfinancial assets that are not in a contract with a customer (e.g., assets within the scope of Topic 360, *Property, Plant, and Equipment*, and intangible assets within the scope of Topic 350, *Intangibles-Goodwill and Other*) are amended to be consistent with the guidance on recognition and measurement (including the constraint on revenue) in this ASU. An entity should apply the amendments in this ASU either retrospectively to each prior reporting period presented and the entity may elect certain practical expedients; or, retrospectively with the cumulative effect of initially applying this ASU recognized at the date of initial application. The amendments in this ASU will be effective for our annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early application is not permitted. We are currently evaluating the impact on our financial position, results of operations or cash flows.

3. Summary of Significant Accounting Policies and Critical Accounting Estimates

Principles of Consolidation

The consolidated financial statements include the accounts of QIAGEN N.V. and its wholly-owned subsidiaries that are not considered variable interest entities. All significant intercompany accounts and transactions have been eliminated. Investments in companies where we exercise significant influence over the operations but do not have control, and where we are not the primary beneficiary, are accounted for using the equity method. All other investments are accounted for under the cost method. When there is a portion of equity in an acquired subsidiary not attributable, directly or indirectly, to the Company, we record the fair value of the noncontrolling interests at the acquisition date and classify the amounts attributable to noncontrolling interests separately in equity in the consolidated financial statements. Any subsequent changes in the Company's ownership interest while the Company retains its controlling financial interest in its subsidiary are accounted for as equity transactions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and disclosure of contingencies at the date of the financial statements as well as the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentrations of Risk

We buy materials for products from many suppliers, and are not dependent on any one supplier or group of suppliers for the business as a whole. However, key components of certain products, including certain instrumentation components and chemicals, are available only from a single source. If supplies from these vendors were delayed or interrupted for any reason, we may not be able to obtain these materials timely or in sufficient quantities in order to produce certain products and sales levels could be negatively affected. Additionally, our customers include researchers at pharmaceutical and biotechnology companies, academic institutions, and government and private laboratories. Fluctuations in the research and development budgets of these researchers and their organizations for applications in which our products are used could have a significant effect on the demand for our products.

The financial instruments used in managing our foreign currency, equity and interest rate exposures have an element of risk in that the counterparties may be unable to meet the terms of the agreements. We attempt to minimize this risk by limiting the counterparties to a diverse group of highly-rated international financial institutions. The carrying values of our financial instruments incorporate the non-performance risk by using market pricing for credit risk. However, we have no reason to

believe that any counterparties will default on their obligations and therefore do not expect to record any losses as a result of counterparty default. In order to minimize our exposure with any single counterparty, we have entered into master agreements which allow us to manage the exposure with the respective counterparty on a net basis. In connection with such agreements, we do not require and are not required to pledge collateral for derivative transactions.

Other financial instruments that potentially subject us to concentrations of credit risk are cash and cash equivalents, short-term investments, and accounts receivable. We attempt to minimize the risks related to cash and cash equivalents and short-term investments by dealing with highly-rated financial institutions and investing in a broad and diverse range of financial instruments. We have established guidelines related to credit quality and maturities of investments intended to maintain safety and liquidity. Concentration of credit risk with respect to accounts receivable is limited due to a large and diverse customer base, which is dispersed over different geographic areas. Allowances are maintained for potential credit losses and such losses have historically been within expected ranges.

Foreign Currency Translation

Our reporting currency is the U.S. dollar and our subsidiaries' functional currencies are generally the local currency of the respective countries in which they are headquartered. All amounts in the financial statements of entities whose functional currency is not the U.S. dollar are translated into U.S. dollar equivalents at exchange rates as follows: (1) assets and liabilities at period-end rates, (2) income statement accounts at average exchange rates for the period, and (3) components of equity at historical rates. Translation gains or losses are recorded in equity, and transaction gains and losses are reflected in net income as a component of other income (expense), net. Realized gains or losses on the value of derivative contracts entered into to hedge the exchange rate exposure of receivables and payables are also included in net income as a component of other income (expense), net. The net gain (loss) on foreign currency transactions in 2014, 2013 and 2012 was $1.9 million, $5.6 million, and $(7.2) million, respectively, and is included in other income (expense), net.

The exchange rates of key currencies were as follows:

	Closing rate as at December 31,		Annual average rate	
(US$ equivalent for one)	**2014**	**2013**	**2014**	**2013**
Euro (EUR)	**1.2141**	**1.3791**	**1.3287**	**1.3281**
Pound Sterling (GBP)	**1.5587**	**1.6542**	**1.6474**	**1.5642**
Swiss Franc (CHF)	**1.0097**	**1.1234**	**1.0938**	**1.0791**
Australian Dollar (AUD)	**0.8187**	**0.8942**	**0.9025**	**0.9683**
Canadian Dollar (CAD)	**0.8633**	**0.9400**	**0.9059**	**0.9710**
Japanese Yen (JPY)	**0.0084**	**0.0095**	**0.0095**	**0.0103**
Chinese Yuan (CNY)	**0.1611**	**0.1652**	**0.1623**	**0.1626**

Segment Information

We determined that we operate as one operating segment in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 280, *Segment Reporting*. Our chief operating decision maker (CODM) makes decisions based on the Company as a whole. In addition, we have a common basis of organization and types of products and services which derive revenues and consistent product margins. Accordingly, we operate and make decisions as one reporting unit.

Revenue Recognition

Our revenues are reported net of sales and value added taxes, discounts and sales allowances, and are derived primarily from the sale of consumable and instrumentation products, and to a much lesser extent, from the sale of services, intellectual property and technology. We recognize revenue when four basic criteria are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectability is reasonably assured.

Consumable and Related Products: In the last three years, revenue from consumable product sales has accounted for approximately 79%-85% of our net sales and is generally recognized upon transfer of title consistent with the shipping terms. We maintain a small amount, on average less than $3.0 million in total, of consignment inventory at certain customer locations. Revenues for the consumable products which are consigned in this manner are recognized upon consumption. We generally allow returns of consumable products if the product is returned in a timely manner and in good condition. Allowances for returns are provided for based upon the historical pattern of returns and Management's evaluation of specific factors that impact the risk of returns.

Revenues from related products include software-as-a-service (SaaS), license fees, intellectual property and patent sales, royalties and milestone payments and over the last three years has accounted for approximately 1%-8% of our net sales.

Revenue from SaaS arrangements has increased following our 2013 acquisition of Ingenuity discussed in Note 5, and is recognized ratably over the duration of the agreement unless the terms of the agreement indicate that revenue should be recognized in a different pattern, for example based on usage. License fees from research collaborations include payments for technology transfer and access rights. Non-refundable, up-front payments received in connection with collaborative research and development agreements are generally deferred and recognized on a straight-line basis over the contract period during which there is any continuing obligation. Revenue from intellectual property and patent sales is recognized when earned, either at the time of sale, or over the contract period when licensed. Payments for milestones, generally based on the achievement of substantive and at-risk performance criteria, are recognized in full at such time as the specified milestone has been achieved according to the terms of the agreement. Royalties from licensees are based on reported sales of licensed products and revenues are calculated based on contract terms when reported sales are reliably measurable, fees are fixed or determinable and collectability is reasonably assured.

Instrumentation: Revenue from instrumentation includes the instrumentation equipment, installation, training and other instrumentation services, such as extended warranty services or product maintenance contracts and over the last three years has accounted for approximately 12%-14% of net sales. Revenue from instrumentation equipment is recognized when title passes to the customer, upon either shipment or written customer acceptance after satisfying any installation and training requirements.

We offer our customers access to our instrumentation via reagent rental agreements which place instrumentation with customers without requiring them to purchase the equipment. Instead, we recover the cost of providing the instrumentation in the amount charged for consumable products. The instruments placed with customers under a reagent rental agreement are depreciated and charged to cost of sales on a straight-line basis over the estimated life of the instrument, typically 3 to 5 years. The costs to maintain these instruments in the field are charged to cost of sales as incurred. Revenue from these reagent rental agreements is allocated to the elements within the arrangement (the lease, the sale of consumables and/or services) in accordance with ASC 605-25, Revenue Recognition—Multiple-Element Arrangements and recognized for each unit of accounting as appropriate.

We have contracts with multiple elements which include instrumentation equipment, either leased under a reagent rental agreement or sold directly, together with other elements such as installation, training, extended warranty services or product maintenance contracts or consumable products. These contracts are accounted for under ASC 605-25, *Revenue Recognition—Multiple-Element Arrangements.* Multiple-element arrangements are assessed to determine whether there is more than one unit of accounting. In order for a deliverable to qualify as a separate unit of accounting, all of the following criteria must be met:

- The delivered items have value to the client on a stand-alone basis;
- The arrangement includes a general right of return relative to the delivered items, and
- Delivery or performance of the undelivered items is considered probable and substantially in the control of the Company.

Arrangement consideration is allocated at the inception of the arrangement to all deliverables on the basis of their relative selling price. When applying the relative selling price method, the selling price for each deliverable is determined using (a) vendor-specific objective evidence of selling price, if it exists; or otherwise (b) third-party evidence of selling price. If neither vendor-specific objective evidence nor third-party evidence of selling price exists for a deliverable, then the best estimated selling price for the deliverable is used. The arrangement consideration is allocated to the separate units of accounting based on each unit's relative fair value. Revenue is then recognized using a proportional-performance method, such as recognizing revenue based on relative fair value of products or services delivered, or on a straight-line basis as appropriate. If these criteria are not met, deliverables included in an arrangement are accounted for as a single unit of accounting and revenue and costs are deferred until the period in which the final deliverable is provided.

Deliverables in our multiple-element arrangements include instrumentation equipment installation, training, extended warranty services or product maintenance contracts or consumable products. We have evaluated the deliverables in our multiple-element arrangements and concluded that they are separate units of accounting because the delivered item or items have value to the customer on a standalone basis and for an arrangement that includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is considered probable and substantially in our control. Revenues from installation and training are recognized as services are completed, based on vendor specific objective evidence (VSOE), which is determined by reference to the price customers pay when the services are sold separately. Revenues from extended warranty services or product maintenance contracts are recognized on a straight-line basis over the term of the contract, typically one year. VSOE of fair value of extended warranty services or product maintenance is determined based on the price charged for the maintenance and support when sold separately. Revenues from the instrumentation equipment and consumable products are recognized when the products are delivered and there are no further performance obligations. VSOE of fair value of instrumentation equipment and consumable products is determined based on the price charged for the instrument and consumables when sold separately. Certain of our reagent rental arrangements include termination provisions for breach of

contract. However, these termination provisions would not impact recognized revenues. Our arrangements do not include any provisions for cancellation or refunds.

Warranty

We provide warranties on our products against defects in materials and workmanship for a period of one year. A provision for estimated future warranty costs is recorded in cost of sales at the time product revenue is recognized. Product warranty obligations are included in accrued and other liabilities in the accompanying consolidated balance sheets. The changes in the carrying amount of warranty obligations are as follows:

(in thousands)	Total
BALANCE AT DECEMBER 31, 2012	$ 4,363
Provision charged to cost of sales	5,238
Usage	(4,590)
Adjustments to previously provided warranties, net	(103)
Currency translation	28
BALANCE AT DECEMBER 31, 2013	$ 4,936
Provision charged to cost of sales	**2,766**
Usage	**(3,504)**
Adjustments to previously provided warranties, net	**(695)**
Currency translation	**(224)**
BALANCE AT DECEMBER 31, 2014	**$ 3,279**

Research and Development

Research and product development costs are expensed as incurred. Research and development expenses consist primarily of salaries and related expenses, facility costs and amounts paid to contract research organizations, and laboratories for the provision of services and materials as well as costs for internal use or clinical trials.

Government Grants

We recognize government grants when there is reasonable assurance that all conditions will be complied with and the grant will be received. Our government grants generally represent subsidies for specified activities and are therefore recognized when earned as a reduction of the expenses recorded for the activity that the grants are intended to compensate. Thus, when the grant relates to research and development expense, the grant is recognized over the same period that the related costs are incurred. Otherwise, amounts received under government grants are recorded as liabilities in the balance sheet. When the grant relates to an asset, the value of the grant is deducted from the carrying amount of the asset and recognized over the same period that the related asset is depreciated.

Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that takes a substantial period of time to get ready for its intended use or sale are capitalized as part of the cost of the respective assets (qualifying asset) when such borrowing costs are significant. All other borrowing costs are expensed in the period they occur.

Shipping and Handling Income and Costs

Shipping and handling costs charged to customers are recorded as revenue in the period that the related product sale revenue is recorded. Associated costs of shipping and handling are included in sales and marketing expenses. For the years ended December 31, 2014, 2013 and 2012, shipping and handling costs totaled $26.8 million, $23.3 million and $23.4 million, respectively.

Advertising Costs

The costs of advertising are expensed as incurred and are included as a component of sales and marketing expense. Advertising costs for the years ended December 31, 2014, 2013 and 2012 were $7.0 million, $7.6 million and $6.6 million, respectively.

General and Administrative, Restructuring, Integration and Other

General and administrative expenses primarily represent the costs required to support administrative infrastructure. In addition, we incur indirect acquisition and business integration costs in connection with business combinations. These costs represent incremental costs that we believe would not have been incurred absent the business combinations. Major components of these costs include payroll and related costs for employees remaining with the Company on a transitional basis; public relations,

advertising and media costs for re-branding of the combined organization; and, consulting and related fees incurred to integrate or restructure the acquired operations. Restructuring costs include personnel costs (principally termination benefits), facility closure and contract termination costs. Termination benefits are accounted for in accordance with FASB ASC Topic 712, *Compensation - Nonretirement Postemployment Benefits,* and are recorded when it is probable that employees will be entitled to benefits and the amounts can be reasonably estimated. Estimates of termination benefits are based on the frequency of past termination benefits, the similarity of benefits under the current plan and prior plans, and the existence of statutory required minimum benefits. Facility closure, some termination benefits and other costs are accounted for in accordance with FASB ASC Topic 420, *Exit or Disposal Cost Obligations* and are recorded when the liability is incurred. The specific restructuring measures and associated estimated costs are based on management's best business judgment under the existing circumstances at the time the estimates are made. If future events require changes to these estimates, such adjustments will be reflected in the period of the revised estimate.

Income Taxes

We account for income taxes under the liability method. Under this method, total income tax expense is the amount of income taxes expected to be payable for the current year plus the change from the beginning of the year for deferred income tax assets and liabilities established for the expected further tax consequences resulting from differences in the financial reporting and tax basis of assets and liabilities. Deferred tax assets and/or liabilities are determined by multiplying the differences between the financial reporting and tax reporting bases for assets and liabilities by the enacted tax rates expected to be in effect when such differences are recovered or settled. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date.

Tax benefits are initially recognized in the financial statements when it is more likely than not that the position will be sustained upon examination by the tax authorities. Such tax positions are initially and subsequently measured as the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement with the tax authority using the cumulative probability method, assuming the tax authority has full knowledge of the position and all relevant facts. Our policy is to recognize interest accrued related to unrecognized tax benefits in interest expense and penalties within the income tax provision.

Derivative Instruments

We enter into derivative financial instrument contracts to minimize the variability of cash flows or income statement impact associated with the anticipated transactions being hedged or to hedge fluctuating interest rates. As changes in foreign currency or interest rate impact the value of anticipated transactions, the fair value of the forward or swap contracts also changes, offsetting foreign currency or interest rate fluctuations. Derivative instruments are recorded on the balance sheet at fair value. Changes in fair value of derivatives are recorded in current earnings or other comprehensive income, depending on whether a derivative is designated as part of a hedge transaction.

Share-Based Payments

Compensation cost for all share-based payments is recorded based on the grant date fair value, less an estimate for pre-vesting forfeitures, recognized in expense over the service period.

Stock Options: We utilize the Black-Scholes-Merton valuation model for estimating the fair value of our stock options granted. Option valuation models, including Black-Scholes-Merton, require the input of highly subjective assumptions, and changes in the assumptions used can materially affect the grant date fair value of an award. These assumptions include the risk-free rate of interest, expected dividend yield, expected volatility, expected life of the award and forfeiture rate.

Risk-Free Interest Rate—This is the average U.S. Treasury rate (having a term that most closely resembles the expected life of the option) at the date the option was granted.

Dividend Yield—We have never declared or paid dividends on our common stock and do not anticipate declaring or paying any dividends in the foreseeable future.

Expected Volatility—Volatility is a measure of the amount by which a financial variable such as a share price has fluctuated (historical volatility) or is expected to fluctuate (expected volatility) during a period. We use a combination of the historical volatility of our stock price and the implied volatility of market-traded options of our stock to estimate the expected volatility assumption input to the Black-Scholes-Merton model. Our decision to use a combination of historical and implied volatility is based upon the availability of actively traded options of our stock and our assessment that such a combination is more representative of future expected stock price trends.

Expected Life of the Option—This is the period of time that the options granted are expected to remain outstanding. We estimated the expected life by considering the historical exercise behavior. We use an even exercise methodology, which assumes that all vested, outstanding options are exercised uniformly over the balance of their contractual life.

Forfeiture Rate—This is the estimated percentage of options granted that are expected to be forfeited or cancelled on an annual basis before becoming fully vested. We estimated the forfeiture rate based on historical forfeiture experience.

Restricted Stock Units and Performance Stock Units: Restricted stock units and performance stock units represent rights to receive Common Shares at a future date. The fair market value is determined based on the number of stock units granted and the fair market value of our shares on the grant date. The fair market value at the time of the grant, less an estimate for pre-vesting forfeitures, is recognized in expense over the vesting period.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on deposit in banks and other cash invested temporarily in various instruments that are short-term and highly liquid, and having an original maturity of less than 90 days at the date of purchase.

(in thousands)	2014	2013
Cash at bank and on hand	**$ 260,830**	$ 238,056
Short-term bank deposits	**131,837**	92,247
Cash and Cash Equivalents	**$ 392,667**	$ 330,303

Short-Term Investments

Short-term investments are classified as "available for sale" and stated at fair value in the accompanying balance sheet. Interest income is accrued when earned and changes in fair market values are reflected as unrealized gains and losses, calculated on the specific identification method, as a component of accumulated other comprehensive income. The amortization of premiums and accretion of discounts to maturity arising from acquisition is included in interest income. A decline in fair value that is judged to be other-than-temporary is accounted for as a realized loss and the write-down is included in the consolidated statements of income. Realized gains and losses, determined on a specific identification basis, on the sale of short-term investments are included in income.

Fair Value of Financial Instruments

The carrying value of cash and cash equivalents, notes receivable, accounts receivable, accounts payable and accrued liabilities approximate their fair values because of the short maturities of those instruments. The carrying value of our variable rate debt and capital leases approximates their fair values because of the short maturities and/or interest rates which are comparable to those available to us on similar terms. The fair values of the Cash Convertible Notes are based on an estimation using available over-the-counter market information. The fair values of the Private Placement Senior Notes totaling $400.0 million issued in October 2012 and further described in Note 15 were estimated using the changes in the U.S. Treasury rates. The fair values of the notes payable to QIAGEN Finance, further discussed in Note 15, were estimated by using available over-the-counter market information on the convertible bonds which were issued by QIAGEN Finance, the values of which correlate to the fair value of the loan arrangements we have with QIAGEN Finance which include the notes payable, the guarantee and the warrant agreement (further discussed in Note 10).

Accounts Receivable

Our accounts receivable are unsecured and we are at risk to the extent such amounts become uncollectible. We continually monitor accounts receivable balances, and provide for an allowance for doubtful accounts at the time collection becomes questionable based on payment history or age of the receivable. Amounts determined to be uncollectible are written off against the reserve. For the years ended December 31, 2014, 2013 and 2012, write-offs of accounts receivable totaled $2.3 million, $1.5 million and $0.2 million, respectively, while provisions for doubtful accounts which were charged to expense totaled $1.4 million, $6.9 million and $1.0 million, respectively. For all years presented, no single customer represented more than ten percent of accounts receivable or consolidated net sales.

Inventories

Inventories are stated at the lower of cost, determined on a first-in, first-out basis, or market and include material, capitalized labor and overhead costs. Inventories consisted of the following as of December 31, 2014 and 2013:

	As of December 31,	
(in thousands)	**2014**	**2013**
Raw materials	**$ 24,781**	$ 24,975
Work in process	**22,489**	25,535
Finished goods	**85,006**	77,587
Total inventories, net	**$ 132,276**	$ 128,097

Property, Plant and Equipment

Property, plant and equipment, including equipment acquired under capital lease obligations, are stated at cost less accumulated amortization. Capitalized internal-use software costs include only those direct costs associated with the actual development or acquisition of computer software for internal use, including costs associated with the design, coding, installation and testing of the system. Costs associated with preliminary development, such as the evaluation and selection of alternatives, as well as training, maintenance and support are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets (one to 40 years). Amortization of leasehold improvements is computed on a straight-line basis over the lesser of the remaining life of the lease or the estimated useful life of the improvement asset. We have a policy of capitalizing expenditures that materially increase assets' useful lives and charging ordinary maintenance and repairs to operations as incurred. When property or equipment is disposed of, the cost and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in earnings.

Acquired Intangibles and Goodwill

Acquired intangibles with alternative future uses are carried at cost less accumulated amortization and consist of licenses to technology held by third parties and other acquired intangible assets. Amortization is computed over the estimated useful life of the underlying patents, which has historically ranged from one to twenty years. Purchased intangible assets acquired in business combinations, other than goodwill, are amortized over their estimated useful lives unless these lives are determined to be indefinite. Intangibles are assessed for recoverability considering the contract life and the period of time over which the intangible will contribute to future cash flow. The unamortized cost of intangible assets, where cash flows are independent and identifiable from other assets, is evaluated periodically and adjusted, if necessary, if events and circumstances indicate that a decline in value below the carrying amount has occurred. For the years ended December 31, 2014, 2013 and 2012, we recorded intangible asset impairments of $8.7 million, $19.7 million and $2.0 million, respectively, as discussed in Note 6.

Amortization expense related to developed technology and patent and license rights which have been acquired in a business combination is included in cost of sales. Amortization of trademarks, customer base and non-compete agreements which have been acquired in a business combination is recorded in operating expense under the caption 'acquisition-related intangible amortization'. Amortization expenses of intangible assets not acquired in a business combination are recorded within either the cost of sales, research and development or sales and marketing line items based on the use of the asset.

The estimated fair values of acquired in-process research and development projects which have not reached technological feasibility at the date of acquisition are capitalized and subsequently tested for impairment through completion of the development process, at which point the capitalized amounts are amortized over their estimated useful life. If a project is abandoned rather than completed, all capitalized amounts are written-off immediately.

Goodwill represents the difference between the purchase price and the estimated fair value of the net assets acquired arising from business combinations. Goodwill is subject to impairment tests annually or earlier if indicators of potential impairment exist, using a fair-value-based approach. We have elected to perform our annual test for indications of impairment as of October 1st of each year. Following the annual impairment tests for the years ended December 31, 2014, 2013 and 2012, goodwill has not been impaired.

Investments

We have investments in non-marketable securities issued by privately held companies. These investments are included in other long-term assets in the accompanying consolidated balance sheets and are accounted for using the equity or cost method of accounting.

Investments are evaluated periodically, or when impairment indicators are noted, to determine if declines in value are other-than-temporary. In making that determination, we consider all available evidence relating to the realizable value of a security. This evidence includes, but is not limited to, the following:

- adverse financial conditions of a specific issuer, segment, industry, region or other variables;
- the length of time and the extent to which the fair value has been less than cost; and
- the financial condition and near-term prospects of the issuer.

The fair values of any of our cost or equity method investments have declined below their carrying value whenever adverse events or changes in circumstances indicate that recorded values may not be recoverable. If any such decline is considered to be other than temporary (based on various factors, including historical financial results, product development activities and the overall health of the affiliate's industry), then a write-down of the investment would be recorded in operating expense to its estimated fair value. In 2014, we recorded total impairments to a cost method investment of $6.0 million, of which $4.8 million was recorded in other expense, net and $1.2 million was recorded in research and development expense. As of December 31, 2013 and 2012 we recorded impairments of cost method investments of $3.4 million and $3.4 million, respectively, in other income (expense), net.

Impairment of Long-Lived Assets

We review our long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or a group of assets may not be recoverable. We consider, amongst other indicators, a history of operating losses or a change in expected sales levels to be indicators of potential impairment. Assets are grouped and evaluated for impairment at the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets. If an asset is determined to be impaired, the loss is measured as the amount by which the carrying amount of the asset exceeds fair value which is determined by applicable market prices, when available. When market prices are not available, we generally measure fair value by discounting projected future cash flows of the asset. Considerable judgment is necessary to estimate discounted future cash flows. Accordingly, actual results could differ from such estimates. During the years ended December 31, 2014, in connection with our internal and acquisition related restructuring, we recorded asset impairment charges of $19.6 million, of which $15.5 million is recorded in cost of sales, $2.4 million is recorded in sales and marketing expense, and $1.7 million in general and administrative, restructuring, integration and other expenses in the accompanying consolidated statement of income. During the years ended 2013 and 2012 we recorded asset impairment charges of $16.2 million and $11.6 million, respectively, in general and administrative, restructuring, integration and other expenses in the accompanying consolidated statements of income related to the abandonment of certain projects.

4. Segment Information

Considering the acquisitions made during 2014, we determined that we still operate as one business segment in accordance with ASC Topic 280, *Segment Reporting*. As a result of our continued restructuring and streamlining of the growing organization, our chief operating decision maker (CODM) makes decisions with regards to business operations and resource allocation based on evaluations of QIAGEN as a whole. Accordingly, we operate as one business segment. Summarized product category and geographic information is shown in the tables below.

Product Category Information

Net sales for the product categories are attributed based on those revenues related to sample and assay products and similarly related revenues including bioinformatics solutions, and revenues derived from instrumentation sales.

(in thousands)	2014	2013	2012
Net Sales			
Consumables and related revenues	**$ 1,172,728**	$ 1,140,203	$ 1,085,596
Instrumentation	**172,049**	161,781	168,860
Total	**$ 1,344,777**	$ 1,301,984	$ 1,254,456

Geographical Information

Net sales are attributed to countries based on the location of the customer. QIAGEN operates manufacturing facilities in Germany, China, the United Kingdom, France and the United States that supply products to customers as well as QIAGEN subsidiaries in other countries. The sales from these manufacturing operations to other countries are included in the Net Sales of the countries in which the manufacturing locations are based. The intersegment portions of such net sales are excluded to derive consolidated net sales. No single customer represents more than ten percent of consolidated net sales. Our country of domicile is the Netherlands, which reported net sales of $13.7 million, $14.4 million and $14.5 million for the years ended 2014, 2013 and 2012, respectively, and these amounts are included in the line item Europe, Middle East and Africa as shown in the table below.

(in thousands)	2014	2013	2012
Net Sales			
Americas:			
United States	**$ 543,877**	$ 545,600	$ 538,720
Other Americas	**75,974**	80,299	57,200
Total Americas	**619,851**	625,899	595,920
Europe, Middle East and Africa	**451,092**	416,334	399,082
Asia Pacific and Rest of World	**273,834**	259,751	259,454
Total	**$ 1,344,777**	$ 1,301,984	$ 1,254,456

Long-lived assets include property, plant and equipment. The Netherlands, which is included in the balances for Europe, reported long-lived assets of $1.0 million and $1.1 million as of December 31, 2014 and 2013, respectively.

(in thousands)	2014	2013
Long-lived assets		
Americas:		
United States	**$ 136,461**	$ 129,342
Other Americas	**2,863**	3,079
Total Americas	**139,324**	132,421
Germany	**241,475**	260,369
Other Europe	**35,362**	40,194
Asia Pacific and Rest of World	**11,932**	12,060
Total	**$ 428,093**	$ 445,044

5. Acquisitions

Acquisitions have been accounted for as business combinations, and the acquired companies' results have been included in the accompanying consolidated statements of income from their respective dates of acquisition. Our acquisitions have historically been made at prices above the fair value of the acquired net assets, resulting in goodwill, due to expectations of synergies of combining the businesses. These synergies include use of our existing infrastructure, such as sales force, shared service centers, distribution channels and customer relations, to expand sales of the acquired businesses' products; use of the infrastructure of the acquired businesses to cost-effectively expand sales of our products; and elimination of duplicative facilities, functions and staffing.

2014 Acquisitions

In December 2014, we acquired the enzyme solutions business of Enzymatics, a U.S. company whose products are used in an estimated 80% of all next-generation sequencing workflows. The comprehensive Enzymatics portfolio complements QIAGEN's leading offering of universal NGS products, advancing our strategy to drive the adoption of NGS in clinical healthcare. The cash consideration totaled $114.2 million of which $11.5 million was retained in an escrow account as of December 31, 2014 to cover any claims for breach of any representations, warranties or indemnities. The acquisition of Enzymatics did not have a material business impact to net sales, net income or earnings per share, and therefore no pro forma financial information has been provided herein.

The allocation of the purchase price is preliminary and is not yet finalized. The preliminary allocation of the purchase price is based upon preliminary estimates using information that was available to management at the time the financial statements were prepared and these estimates and assumptions are subject to change within the measurement period, up to one year from the acquisition date. Accordingly, the allocation may change. We continue to gather information about the fair value of all assets and liabilities, including intangible assets acquired, deferred taxes and liabilities. Acquisition-related costs are expensed when incurred and are included in general, administrative, integration and other in the accompanying condensed consolidated statements of income.

The preliminary purchase price allocation is as follows:

(in thousands)	Enzymatics acquisition
Purchase Price:	
Cash consideration	$ 114,224
Fair value of contingent consideration	11,500
	$ 125,724
Preliminary Allocation:	
Cash and cash equivalents	$ 1,178
Accounts receivable	2,813
Prepaid and other current assets	1,303
Fixed and other long-term assets	1,358
Accounts payable	(3,090)
Accruals and other current liabilities	(1,940)
Long term deferred tax liability	(21,191)
Developed technology, licenses and know-how	28,600
Tradenames	6,600
Customer relationships	22,300
Goodwill	87,793
	$ 125,724

The weighted-average amortization period for the intangible assets is 11.1 years. The goodwill acquired is not deductible for tax purposes.

Certain acquisitions included contingent consideration where we are required to assess the acquisition date fair value of the contingent consideration liabilities, which is recorded as part of the purchase consideration. This is discussed further in Note 14, "Fair Value Measurements," where we assess and adjust the fair value of the contingent consideration liabilities, if necessary, until the settlement or expiration of the contingency occurs. The total preliminary fair value of the contingent consideration for Enzymatics is approximately $11.5 million and has been recorded as purchase price using a probability-weighted analysis of the future milestones using discount rates between 0.19% and 0.89%. Under the purchase agreement, we could be required to make additional contingent cash payments totaling $25.5 million through 2017, of which $11.5 million was accrued as of December 31, 2014.

Other Acquisitions

During 2014, we completed other acquisitions which individually were not significant to the overall consolidated financial statements. The cash paid for these acquisitions, net of cash acquired, totaled $47.4 million. Each of these acquisitions individually did not have a material impact to net sales, net income or earnings per share and therefore no pro forma information has been provided herein.

During 2011, we acquired a majority shareholding in QIAGEN Marseille S.A., formerly Ipsogen S.A. (Marseille), a publicly listed company founded and based in Marseille, France. During 2013, we acquired additional Marseille shares for a total of $0.5 million and held 89.96% of the Marseille shares as of December 31, 2013. During 2014, we acquired additional Marseille shares for a total of $0.3 million and held 90.27% of the Marseille shares as of December 31, 2014. In February 2015, QIAGEN Marseille, a fully consolidated entity, agreed to the sale of all its assets and liabilities, with the exception of its intellectual property portfolio. The value of the activity transferred to the purchaser has been fixed at €1.2 million.

2013 Acquisition

On April 29, 2013, we acquired 100% of the outstanding common shares of Ingenuity Systems, Inc. (Ingenuity), a leading provider of software solutions that efficiently and accurately analyze and interpret the biological meaning of genomic data. The cash consideration totaled $106.9 million. The acquisition of Ingenuity did not have a material impact to net sales, net income or earnings per share and therefore no pro forma information has been provided herein.

The final purchase price allocation for Ingenuity did not differ from the preliminary estimates other than the decrease of approximately $0.1 million of purchase consideration, $3.0 million increase of long-term deferred tax asset, $4.1 million increase of long-term deferred tax liability and an additional $0.3 million increase of other opening balance sheet adjustments. The corresponding impact for these adjustments was an increase to goodwill of $0.7 million. These changes to arrive at the final purchase price allocation were not material to the consolidated financial statements. As of December 31, 2014, the final purchase price allocation for Ingenuity is as follows:

(in thousands)	Ingenuity Systems acquisition
Purchase Price:	
Cash consideration	$ 106,932
	$ 106,932
Final Allocation:	
Cash and cash equivalents	$ 4,449
Accounts receivable	2,018
Prepaid and other current assets	1,834
Current deferred tax asset	3,126
Fixed and other long-term assets	2,648
Long-term deferred tax asset	13,203
Accounts payable	(2,662)
Accruals and other current liabilities	(14,558)
Liabilities assumed	(557)
Developed technology, licenses and know-how	37,903
Tradenames	3,359
In-process research and development	2,069
Customer relationships	1,023
Goodwill	69,479
Deferred tax liability on fair value of identifiable intangible assets acquired	(16,402)
	$ 106,932

The weighted-average amortization period for the intangible assets is 14.1 years. The goodwill acquired is not deductible for tax purposes.

Since the acquisition date, the results of Ingenuity have been included in our consolidated results through December 31, 2013. Net sales totaled $14.7 million and net loss attributable to the owners of QIAGEN N.V. was $6.3 million for 2013. Acquisition-related costs for Ingenuity for 2013 amounted to $1.2 million.

Other 2013 Acquisitions

During 2013, we completed the acquisition of CLC bio, a privately-held company located in Aarhus, Denmark that has created the leading commercial data analysis solutions and workbenches for next-generation sequencing, used by top academic and pharmaceutical research as well as clinical institutions. Purchase consideration totaled $68.2 million in cash, net of cash acquired, and as of December 31, 2014, the purchase price allocation is final. The final purchase price allocation for CLC did not differ from the preliminary estimates. This acquisition was not significant to the overall consolidated financial statements.

2012 Acquisitions

On May 3, 2012, we acquired AmniSure, a privately owned company that markets the AmniSure® assay for determining whether a pregnant woman is suffering rupture of fetal membranes (ROM), a condition in which fluid leaks from the amniotic sac prematurely. The acquisition of AmniSure did not have a material business impact to net sales, net income or earnings per share, and therefore no pro forma financial information has been provided herein.

As of December 31, 2012, the final purchase price allocation is as follows:

(in thousands)	AmniSure acquisition
Purchase Price:	
Cash consideration	$ 101,415
Fair value of contingent consideration	4,530
	$ 105,945
Final Allocation:	
Working capital	$ 5,297
Fixed and other long-term assets	267
Developed technology, licenses and know-how	28,941
Customer relationships	25,520
Tradenames	2,692
In-process research and development	4,522
Goodwill	44,369
Deferred tax liability on fair value of identifiable intangible assets acquired	(5,202)
Long-term liabilities assumed	(461)
	$ 105,945

The weighted-average amortization period for the intangible assets is 9.5 years. Of the goodwill acquired, $39.8 million is deductible for tax purposes.

Since the acquisition date, the results of AmniSure are included in the consolidated results through December 31, 2012. Net sales for AmniSure totaled $16.7 million and net income attributable to the owners of QIAGEN N.V. was $3.0 million as of December 31, 2012. Acquisition-related costs are expensed when incurred and are included in general and administrative, restructuring, integration and other in the accompanying consolidated statements of income. Acquisition-related costs for 2012 acquisitions amounted to $4.5 million. The total fair value of the contingent consideration for AmniSure of approximately $4.5 million has been recorded as purchase price using a probability-weighted analysis of the future milestones using discount rates between 0.7% and 2.0%. Under the purchase agreement, we could be required to make additional contingent cash payments totaling $35.0 million through 2017.

During 2012, we completed other acquisitions, including Intelligent Bio-Systems, Inc., which were not significant, either individually or in the aggregate, to the overall consolidated financial statements. The total cash paid for these acquisitions, net of cash acquired, was $31.2 million of which an amount of $5.2 million was retained in an escrow account to cover any claims for breach of any representations, warranties or indemnities. The total fair value of the contingent consideration for these other acquisitions of approximately $12.0 million has been recorded as purchase price. Under the purchase agreements, we could be required to make contingent cash payments totaling $12.5 million through 2016. The fair value of the contingent cash payments was determined using a discount rate of 0.7% to 1.6% and a probability regarding the accomplishment of the milestones of 95.0% to 100.0%.

We made contingent purchase price payments totaling $7.1 million in 2012 for acquisitions completed prior to 2012. The contingent purchase price payments were contractually due upon achievement of certain performance criteria of the acquired business.

6. Restructuring

2014 Restructuring

During the fourth quarter of 2014, we recorded pretax charges of $37.1 million in restructuring charges in connection with the acquisition of Enzymatics discussed in Note 5 "Acquisitions" and from the implementation of headcount reductions and facility consolidations to further streamline operations and various measures as part of a commitment to continuous improvement and related to QIAGEN moving into a new strategic phase that involves a greater emphasis on Next-Generation Sequencing (NGS) and bioinformatics. Of these charges, $26.4 million is recorded in cost of sales, $2.4 million is recorded in sales and marketing, and $8.3 million is recorded in general, administrative, integration and other. The pretax charge consists of $6.4 million for workforce reductions, $19.6 million for fixed asset abandonment charges, $8.7 million for intangible asset abandonment

charges in line with strategic initiatives to keep our activities technologically and competitively current. Additionally, we incurred contract termination and consulting costs of $2.4 million. At December 31, 2014, a restructuring accrual of $12.1 million was included in accrued and other liabilities and $2.6 million is included in other long term liabilities in the accompanying consolidated balance sheet. We do not expect to record additional restructuring charges in 2015 related to this program.

2011 Restructuring

Late in 2011, we began a project to enhance productivity by streamlining the organization and reallocating resources to strategic initiatives to help drive growth and innovation, strengthen our industry leadership position and improve longer-term profitability. This project aims to eliminate organizational layers and overlapping structures, actions that we expect will enhance our processes, speed and productivity. The last group of initiatives included actions to focus R&D activities on higher-growth areas in all customer classes, concentrate operations at fewer sites, and realign sales and regional marketing teams in the U.S. and Europe to better address customer needs in a more streamlined manner across the continuum from basic research to translational medicine and clinical diagnostics. Restructuring charges were recorded in 2013 as part of this transformational project.

The following table summarizes the cash components of the restructuring costs. At December 31, 2014 and 2013, restructuring accruals of $0.7 million and $10.6 million, respectively, were included in accrued and other liabilities in the accompanying consolidated balance sheets.

(in thousands)	Personnel Related	Facility Related	Contract and Other Costs	Total
Balance at December 31, 2012	$ 2,321	$ 2,466	$ 137	$ 4,924
Additional costs in 2013	30,799	372	8,700	39,871
Payments	(22,259)	(1,256)	(7,866)	(31,381)
Release of excess accrual	(1,312)	(1,101)	(460)	(2,873)
Foreign currency translation adjustment	233	(168)	—	65
Balance at December 31, 2013	**$ 9,782**	**$ 313**	**$ 511**	**$ 10,606**
Payments	**(8,071)**	**(313)**	**(511)**	**(8,895)**
Release of excess accrual	**(775)**	**—**	**—**	**(775)**
Foreign currency translation adjustment	**(210)**	**—**	**—**	**(210)**
Balance at December 31, 2014	**$ 726**	**$ —**	**$ —**	**$ 726**

The costs in the above table do not include consulting costs associated with third-party service providers that are assisting with executing the restructuring. We accrue for consulting costs as the services are provided.

Since 2011, we have incurred cumulative restructuring costs totaling $234.6 million which include $56.4 million for personnel related costs, $97.7 million of impairments, and $80.5 million of contract, consulting and other related costs. We did not record additional restructuring charges in 2014 related to this program.

In 2013, we recorded pretax charges of restructuring charges of $78.1 million in general and administrative, restructuring, integration and other. The pretax charges consist of $27.3 million for personnel related costs, $11.8 million of fixed and intangible asset impairments, $2.1 million for contract termination costs, and $36.9 million of other costs including consulting costs. Additionally, we recorded $40.6 million in cost of sales which includes $25.2 million of fixed and intangible asset impairments, $6.5 million for contract termination costs, $5.1 million for the write off of inventory, $3.5 million for personnel costs, and $0.3 million of other costs.

In 2012, we recorded pretax charges of restructuring charges of $41.0 million in general and administrative, restructuring, integration and other which consisted of $5.5 million for personnel related costs, $13.6 million of asset impairments, $3.1 million for contract termination costs (including lease closure costs), and $18.8 million of other costs including consulting costs.

7. Short-term Investments

At December 31, 2014 and 2013, we had $180.2 million and €30.0 million ($41.4 million as of December 31, 2013), respectively, of loan receivables and commercial paper due from financial institutions. These loan receivables and commercial

paper are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are carried at fair market value, which is equal to the cost. At December 31, 2014, these loans consist of $149.8 million and €25.0 million ($30.4 million as of December 31, 2014) which mature at various date through June 2016. All instruments that have an original tenor of more than 12 months include put option rights on at least a quarterly basis. Interest income is determined using the effective interest rate method. These loans are classified as current assets in the accompanying consolidated balance sheets since we may put the loans at our discretion.

At December 31, 2014 and 2013, we also had €3.2 million ($3.9 million) and €6.2 million ($8.5 million), respectively in term deposits with final maturities until December 2017. The deposits can be withdrawn at the end of each quarter without penalty and are therefore classified as current assets in the accompanying consolidated balance sheets.

For the year ended December 31, 2014 and 2013, proceeds from sales of short term investments totaled $275.8 million and $63.1 million, respectively. During the year ended December 31, 2014, realized losses totaled $3.9 million. There were no realized gains or losses during 2013 or 2012.

8. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets are summarized as follows as of December 31, 2014 and 2013:

(in thousands)	2014	2013
Prepaid expenses	**$ 40,359**	$ 36,006
Fair value of derivative instruments	**46,802**	2,533
Amounts held in escrow in connection with acquisitions	**2,500**	2,500
Value added tax	**13,332**	10,605
Other receivables	**10,778**	14,646
	$ 113,771	$ 66,290

9. Property, Plant and Equipment

Property, plant and equipment, including equipment acquired under capital lease obligations, are summarized as follows as of December 31, 2014 and 2013:

(in thousands)	Estimated useful life (in years)	2014	2013
Land	—	**$ 15,653**	$ 17,172
Buildings and improvements	2-40	**300,131**	301,069
Machinery and equipment	3-10	**244,906**	232,097
Computer software	2-10	**102,835**	103,965
Furniture and office equipment	1-13	**86,556**	86,326
Construction in progress	—	**70,575**	97,093
		820,656	837,722
Less: Accumulated depreciation and amortization		**(392,563)**	(392,678)
Property, plant and equipment, net		**$ 428,093**	$ 445,044

Amortization of assets acquired under capital lease obligations is included within accumulated depreciation and amortization above for the years ended December 31, 2014 and 2013, respectively. For the years ended December 31, 2014, 2013 and 2012 depreciation and amortization expense totaled $67.9 million, $72.5 million and $64.8 million, respectively. For the years ended December 31, 2014, 2013 and 2012 amortization expense related to computer software costs totaled $12.9 million, $10.8 million and $8.2 million, respectively. In connection with the restructuring discussed more fully in Note 6, impairment charges of $19.6 million, $16.2 million and $11.6 million related to discontinued projects were recorded in December 31, 2014, 2013 and 2012, respectively.

Repairs and maintenance expense was $15.9 million, $14.0 million and $13.7 million in 2014, 2013 and 2012, respectively. For the year ended December 31, 2014 and 2013, construction in progress includes amounts related to ongoing software

development projects and the construction of new facilities in the United States. For the years ended December 31, 2014, 2013 and 2012, interest capitalized in connection with construction projects was not significant.

10. Investments

We have made strategic investments in certain companies that are accounted for using the equity or cost method of accounting. The method of accounting for an investment depends on the level of influence. We monitor changes in circumstances that may require a reassessment of the level of influence. We periodically review the carrying value of these investments for impairment, considering factors such as the most recent stock transactions and book values from the recent financial statements. The fair value of cost and equity-method investments is estimated when there are identified events or changes in circumstances that may have an impact on the fair value of the investment. A summary of these equity method investments, which are included in other long-term assets in the consolidated balance sheets, is as follows:

		Equity investments as of December 31,		Share of income (loss) for the years ended December 31,		
Company (in thousands)	Ownership Percentage	2014	2013	2014	2013	2012
PreAnalytiX GmbH	50.00%	**$ 18,954**	$ 20,839	**$ 3,557**	$ 2,044	$ 1,972
QBM Cell Science	19.50%	**398**	400	**(2)**	(6)	11
QIAGEN Finance	100.00%	**414**	267	**147**	93	122
Pyrobett	19.00%	**2,711**	3,250	**(539)**	(265)	(234)
QIAGEN (Suzhou) Institute of Translation Research Co., Ltd.	30.00%	**216**	531	**(409)**	(112)	—
Dx Assays Pte Ltd	33.30%	**—**	—	**710**	—	—
Scandinavian Gene Synthesis AB	40.00%	**—**	—	**—**	—	(23)
		$ 22,693	$ 25,287	**$ 3,464**	$ 1,754	$ 1,848

We have a 50% interest in a joint venture company, PreAnalytiX GmbH, for which each of the joint venture partners participates 50/50 in all decision making activities and therefore we are not the primary beneficiary. Thus, the investment is accounted for under the equity method. PreAnalytiX was formed to develop, manufacture and market integrated systems for the collection, stabilization and purification of nucleic acids for molecular diagnostic testing. At present, our maximum exposure to loss as a result of our involvement with PreAnalytiX is limited to our share of losses from the equity method investment itself.

We have a 100% interest in QIAGEN Finance (Luxembourg) S.A. (QIAGEN Finance) which was established for the purpose of issuing convertible debt in 2004. In August 2004, we issued $150.0 million of 1.5% Senior Convertible Notes (2004 Notes) due in 2024 through QIAGEN Finance. The proceeds of the 2004 Notes were loaned to subsidiaries within the consolidated QIAGEN N.V. group. QIAGEN N.V. has guaranteed the 2004 Notes, and has agreements with QIAGEN Finance to issue common shares to the investors in the event of conversion of the 2004 Notes. QIAGEN Finance is a variable interest entity. We do not hold any variable interests in QIAGEN Finance, and we are not the primary beneficiary, therefore QIAGEN Finance is not consolidated. Accordingly, the 2004 convertible debt is not included in the consolidated statements of QIAGEN N.V., though QIAGEN N.V. does report the full obligation of the debt through its liabilities to QIAGEN Finance. QIAGEN N.V. accounts for its investments in QIAGEN Finance as an equity investment and accordingly records 100% of the profit or loss of QIAGEN Finance in the gain or loss from equity method investees. At present, our maximum exposure to loss as a result of our involvement with QIAGEN Finance is limited to our share of losses from the equity method investment. In January 2015, we repaid the $130.5 million loan to QIAGEN Finance and repurchased the warrant agreement with QIAGEN Finance.

At December 31, 2014 and 2013, we had a total of cost-method investments in non-publicly traded companies with carrying amounts of $18.6 million and $15.4 million, respectively, which are included in other long-term assets in the consolidated balance sheets. The fair-value of these cost-method investments are not estimated unless there are identified events or changes in circumstances that may have a significant adverse effect on the fair value of the investment. During the years ended December 31, 2014, and 2013, we made new cost-method investments totaling $9.4 million, and $3.3 million, respectively. In 2014, we recorded total impairments to a cost method investment of $6.0 million, of which $4.8 million was recorded in other income (expense), net and $1.2 million was recorded in research and development expense. As of December 31, 2013 and 2012 we recorded impairments of cost method investments of $3.4 million and $3.4 million, respectively, in other income (expense), net.

11. Goodwill and Intangible Assets

The following sets forth the intangible assets by major asset class as of December 31, 2014 and 2013:

(in thousands)	Weighted Average Life (in years)	2014 Gross Carrying Amount	2014 Accumulated Amortization	2013 Gross Carrying Amount	2013 Accumulated Amortization
Amortized Intangible Assets:					
Patent and license rights	12.20	**$ 312,224**	**$ (185,132)**	$ 326,614	$ (168,637)
Developed technology	10.66	**708,509**	**(361,825)**	692,727	(310,842)
Customer base, trademarks, and non-compete agreements	10.58	**423,685**	**(179,316)**	392,431	(150,657)
	11.19	**$ 1,444,418**	**$ (726,273)**	$ 1,411,772	$ (630,136)
Unamortized Intangible Assets:					
In-process research and development		**$ 8,769**		$ 8,769	
Goodwill		**1,887,963**		1,855,691	
		$ 1,896,732		$ 1,864,460	

The changes in intangible assets for the years ended December 31, 2014 and 2013 are as follows:

(in thousands)	Intangibles	Goodwill
BALANCE AT DECEMBER 31, 2012	$ 853,872	$ 1,759,898
Additions	17,296	—
Acquisitions	72,448	119,185
Amortization	(126,883)	—
Impairment losses	(19,696)	—
Foreign currency translation adjustments	(6,632)	(23,392)
BALANCE AT DECEMBER 31, 2013	$ 790,405	$ 1,855,691
Additions	**9,677**	**—**
Acquisitions	**103,130**	**99,846**
Amortization	**(132,890)**	**—**
Impairment losses	**(8,711)**	**—**
Foreign currency translation adjustments	**(34,697)**	**(67,574)**
BALANCE AT DECEMBER 31, 2014	**$ 726,914**	**$ 1,887,963**

Amortization expense on intangible assets totaled approximately $132.9 million, $126.9 million and $133.1 million, respectively, for the years ended December 31, 2014, 2013 and 2012.

In connection with the restructuring discussed more fully in Note 6, impairment charges of $8.7 million, $19.7 million and $2.0 million related to discontinued projects were recorded in December 31, 2014, 2013 and 2012, respectively. Cash paid for purchases of intangible assets during the years ended December 31, 2014 and 2013 totaled $10.4 million and $34.2 million, respectively, of which $0.7 million and $16.9 million, respectively, were not yet in service and are included in other long-term assets in the consolidated balance sheet.

The changes in the carrying amount of goodwill during the years ended December 31, 2014 and 2013 resulted from acquisitions in the respective year and foreign currency translation. Accumulated goodwill impairment totaled $1.6 million as of December 31, 2014 and 2013.

The estimated fair values of acquired in-process research and development projects which have not reached technological feasibility at the date of acquisition are capitalized and subsequently tested for impairment through completion of the development process, at which point the capitalized amounts are amortized over their estimated useful life. If a project is abandoned rather than completed, all capitalized amounts are written-off immediately. During 2013, a development project was

completed and $4.5 million of in-process research and development costs were reclassified into developed technology and $2.1 million was added from the Ingenuity acquisition. The amortization of the remaining in-process research and development is expected to begin during 2015 as the projects are completed.

Amortization of intangibles for the next five years is expected to be approximately:

(in thousands)	Amortization
Years ended December 31:	
2015	**$ 135,560**
2016	**$ 132,526**
2017	**$ 118,206**
2018	**$ 95,315**
2019	**$ 74,037**

12. Accrued and Other Liabilities

Accrued and other liabilities at December 31, 2014 and 2013 consist of the following:

(in thousands)	2014	2013
Accrued expenses	**$ 83,357**	$ 88,498
Payroll and related accruals	**54,768**	53,864
Deferred revenue	**49,190**	50,642
Accrued royalties	**13,855**	19,925
Fair value of derivative instruments	**10,547**	14,518
Accrued contingent consideration and milestone payments	**7,477**	6,127
Accrued interest on long-term debt	**3,884**	6,943
Current portion of capital lease obligations	**1,125**	4,719
Total accrued and other liabilities	**$ 224,203**	$ 245,236

13. Derivatives and Hedging

In the ordinary course of business, we use derivative instruments, including swaps, forwards and/or options, to manage potential losses from foreign currency exposures and interest bearing assets or liabilities. The principal objective of such derivative instruments is to minimize the risks and/or costs associated with our global financial and operating activities. We do not utilize derivative or other financial instruments for trading or other speculative purposes. We recognize all derivatives as either assets or liabilities on the balance sheet on a gross basis, measure those instruments at fair value and recognize the change in fair value in earnings in the period of change, unless the derivative qualifies as an effective hedge that offsets certain exposures. We do not offset the fair value of derivative instruments with cash collateral held or received from the same counterparty under a master netting arrangement.

As of December 31, 2014, all derivatives that qualify for hedge accounting are fair value hedges. For derivative instruments that are designated and qualify as a fair value hedge, the effective portion of the gain or loss on the derivative is reflected in earnings. This earnings effect is offset by the change in the fair value of the hedged item attributable to the risk being hedged that is also recorded in earnings. In 2014, there is no ineffectiveness. The cash flows derived from derivatives are classified in the condensed consolidated statements of cash flows in the same category as the condensed consolidated balance sheet account of the underlying item.

As of December 31, 2013, we did not have any derivatives that were accounted for as hedging instruments. In 2013, we did not record any hedge ineffectiveness related to any cash-flow hedges in earnings and did not discontinue any cash-flow hedges. The cash flows derived from derivatives, including those that are not designated as hedges, are classified in the operating section of the consolidated statements of cash flows.

Interest Rate Derivatives

We use interest rate derivative contracts to align our portfolio of interest bearing assets and liabilities with our risk management objectives. We have entered into interest rate swaps in which we agree to exchange, at specified intervals, the difference between fixed and floating interest amounts calculated by reference to an agreed-upon notional principal amount. During 2014, we entered into interest rate swaps, which effectively fixed the fair value of $200.0 million of our fixed rate private placement debt and qualify for hedge accounting as fair value hedges. We determined that no ineffectiveness exists related to these swaps. As of December 31, 2014, the $200.0 million notional swap amount had an aggregate fair value of $3.3 million which is recorded in other long-term assets in the accompanying condensed balance sheet.

Call Options

We entered into Call Options during 2014 which, along with the sale of the Warrants, represent the Call Spread Overlay entered into in connection with the Cash Convertible Notes and which are more fully described in Note 15. We used $105.2 million of the proceeds from the issuance of the Cash Convertible Notes to pay the premium for the Call Options, and simultaneously received $68.9 million (net of issuance costs) from the sale of the Warrants, for a net cash outlay of $36.3 million for the Call Spread Overlay. The Call Options are intended to offset cash payments in excess of the principal amount due upon any conversion of the Cash Convertible Notes.

Aside from the initial payment of a premium of $105.2 million for the Call Options, we will not be required to make any cash payments under the Call Options. We will, however, be entitled to receive under the terms of the Call Options an amount of cash generally equal to the amount by which the market price per share of our common stock exceeds the exercise price of the Call Options during the relevant valuation period. The exercise price under the Call Options is equal to the conversion price of the Cash Convertible Notes.

The Call Options, for which our common stock is the underlying security, are a derivative asset that requires mark-to-market accounting treatment due to the cash settlement features until the Call Options settle or expire. The Call Options are measured and reported at fair value on a recurring basis, within Level 2 of the fair value hierarchy. For further discussion of the inputs used to determine the fair value of the Call Options, refer to Note 14. The fair value of the Call Options at December 31, 2014 was approximately $147.7 million which is recorded in other long-term assets in the accompanying condensed balance sheet.

The Call Options do not qualify for hedge accounting treatment. Therefore, the change in fair value of these instruments is recognized immediately in our Consolidated Statements of Income in other (expense) income, net. For the year ended December 31, 2014, the change in the fair value of the Call Options resulted in gains of $42.5 million. Because the terms of the Call Options are substantially similar to those of the Cash Convertible Notes' embedded cash conversion option, discussed below, we expect the effect on earnings from those two derivative instruments to partially offset each other.

Cash Convertible Notes Embedded Cash Conversion Option

The embedded cash conversion option within the Cash Convertible Notes is required to be separated from the Cash Convertible Notes and accounted for separately as a derivative liability, with changes in fair value reported in our Consolidated Statements of Income in other (expense) income, net until the cash conversion option settles or expires. For further discussion of the Cash Convertible Notes, refer to Note 15. The initial fair value liability of the embedded cash conversion option was $105.2 million, which simultaneously reduced the carrying value of the Cash Convertible Notes (effectively an original issuance discount). The embedded cash conversion option is measured and reported at fair value on a recurring basis, within Level 2 of the fair value hierarchy. For further discussion of the inputs used to determine the fair value of the embedded cash conversion option, refer to Note 14. The fair value of the embedded cash conversion option at December 31, 2014 was approximately $149.5 million which is recorded in other long-term liabilities in the accompanying balance sheet. For the year ended December 31, 2014, the change in the fair value of the embedded cash conversion option resulted in losses of $44.3 million.

Foreign Currency Derivatives

As a globally active enterprise, we are subject to risks associated with fluctuations in foreign currencies in our ordinary operations. This includes foreign currency-denominated receivables, payables, debt, and other balance sheet positions including intercompany items. We manage balance sheet exposure on a group-wide basis using foreign exchange forward contracts, foreign exchange options and cross-currency swaps.

We are party to various foreign exchange forward, option and swap arrangements which had, at December 31, 2014, an aggregate notional value of $1.3 billion and fair value of $46.8 million included in prepaid and other assets and $10.5 million included in accrued and other liabilities, respectively, and which expire at various dates through December 2015.

We were party to various foreign exchange forward and swap arrangements which had, at December 31, 2013, an aggregate notional value of $842.1 million and fair values of $2.5 million and $14.5 million included in prepaid and other assets and accrued and other liabilities, respectively, which expired at various dates through April 2014. The transactions have been

entered into to offset the effects from short-term balance sheet exposure to foreign currency exchange risk. Changes in the fair value of these arrangements have been recognized in other (expense) income, net.

Fair Values of Derivative Instruments

The following table summarizes the fair value amounts of derivative instruments reported in the consolidated balance sheets as of December 31, 2014 and 2013:

	Derivatives in Asset Positions Fair value		Derivatives in Liability Positions Fair value	
(in thousands)	**12/31/2014**	**12/31/2013**	**12/31/2014**	**12/31/2013**
Derivative instruments designated as hedges				
Interest rate contracts	**$ 3,294**	$ —	$ —	$ —
Total derivative instruments designated as hedges	**$ 3,294**	$ —	$ —	$ —
Undesignated derivative instruments				
Call spread overlay	**$ 147,707**	$ —	**$ (149,450)**	$ —
Foreign exchange contracts	**46,802**	2,533	**(10,547)**	(14,518)
Total derivative instruments	**$ 194,509**	$ 2,533	**$ (159,997)**	$ (14,518)

Gains and Losses on Derivative Instruments

The following tables summarize the classification and gains and losses on derivative instruments for the years ended December 31, 2014 and 2013:

Year-Ended December 31, 2014 (in thousands)	**Gain/(loss) recognized in AOCI**	**Location of (gain) loss in income statement**	**(Gain) loss reclassified from AOCI into income**	**Gain (loss) recognized in income**
Fair value hedges				
Interest rate contracts	$ —	Other (expense) income, net	$ —	**$ 3,294**
Undesignated derivative instruments				
Call spread overlay	n/a	Other (expense) income, net	n/a	**$ (1,743)**
Foreign exchange contracts	n/a	Other (expense) income, net	n/a	**61,713**
				$ 59,970

Year-Ended December 31, 2013 (in thousands)	**Gain/(loss) recognized in AOCI**	**Location of (gain) loss in income statement**	**(Gain) loss reclassified from AOCI into income**	**Gain (loss) recognized in income**
Undesignated derivative instruments				
Foreign exchange contracts	n/a	Other expense / income, net	n/a	$ (19,409)

14. Fair Value Measurements

Assets and liabilities are measured at fair value according to a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value as follows:

Level 1. Observable inputs, such as quoted prices in active markets;

Level 2. Inputs, other than the quoted price in active markets, that are observable either directly or indirectly; and

Level 3. Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

Our assets and liabilities measured at fair value on a recurring basis consist of short-term investments, which are classified in Level 1 and Level 2 of the fair value hierarchy, derivative contracts used to hedge currency and interest rate risk and derivative financial instruments entered into in connection with the Cash Convertible Notes discussed in Note 15, which are classified in Level 2 of the fair value hierarchy, and contingent consideration accruals which are classified in Level 3 of the fair value hierarchy, and are shown in the tables below.

In determining fair value for Level 2 instruments, we apply a market approach, using quoted active market prices relevant to the particular instrument under valuation, giving consideration to the credit risk of both the respective counterparty to the contract and the Company. To determine our credit risk we estimated our credit rating by benchmarking the price of outstanding debt to publicly-available comparable data from rated companies. Using the estimated rating, our credit risk was quantified by reference to publicly-traded debt with a corresponding rating. The Level 2 derivative financial instruments include the Call Options asset and the embedded conversion option liability. See Note 15, "Lines of Credit and Debt", and Note 13, "Derivatives and Hedging", for further information. The derivatives are not actively traded and are valued based on an option pricing model that uses observable market data for inputs. Significant market data inputs used to determine fair values as of December 31, 2014 included our common stock price, the risk-free interest rate, and the implied volatility of our common stock. The Call Options asset and the embedded cash conversion option liability were designed with the intent that changes in their fair values would substantially offset, with limited net impact to our earnings. Therefore, the sensitivity of changes in the unobservable inputs to the option pricing model for such instruments is substantially mitigated.

Our Level 3 instruments include contingent consideration liabilities. We value contingent consideration liabilities using unobservable inputs, applying the income approach, such as the discounted cash flow technique, or the probability-weighted scenario method. Contingent consideration arrangements obligate us to pay the sellers of an acquired entity if specified future events occur or conditions are met such as the achievement of technological or revenue milestones. We use various key assumptions, such as the probability of achievement of the milestones and the discount rate, to represent the non-performing risk factors and time value when applying the income approach. We regularly review the fair value of the contingent consideration, and reflect any change in the accrual in the consolidated statements of income in the line items commensurate with the underlying nature of milestone arrangements.

The following table presents our fair value hierarchy for our financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2014 and 2013:

	As of December 31, 2014				As of December 31, 2013			
(in thousands)	**Level 1**	**Level 2**	**Level 3**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Total**
Assets:								
Short-term investments	**$ 3,885**	**$ 180,151**	**$ —**	**$ 184,036**	$ 8,550	$ 41,373	$ —	$ 49,923
Call option	**—**	**147,707**	**—**	**147,707**	—	—	—	—
Foreign exchange contracts	**—**	**46,802**	**—**	**46,802**	—	2,533	—	2,533
Interest rate contracts	**—**	**3,294**	**—**	**3,294**	—	—	—	—
	$ 3,885	**$ 377,954**	**$ —**	**$ 381,839**	$ 8,550	$ 43,906	$ —	$ 52,456
Liabilities:								
Foreign exchange contracts	**$ —**	**$ 10,547**	**$ —**	**$ 10,547**	$ —	$ 14,518	$ —	$ 14,518
Cash conversion option	**—**	**149,450**	**—**	**149,450**	—	—	—	—
Contingent consideration	**—**	**—**	**17,477**	**17,477**	—	—	6,127	6,127
	$ —	**$ 159,997**	**$ 17,477**	**$ 177,474**	$ —	$ 14,518	$6,127	$ 20,645

Activity for liabilities with Level 3 inputs is summarized in the following table:

(in thousands) (unaudited)	Fair Value Measurements Using Significant Unobservable Inputs (Level 3) Contingent Consideration
BALANCE AT DECEMBER 31, 2012	$ 18,983
Additions from acquisitions	2,065
Payments	(3,834)
Gain included in earnings	(11,127)
Foreign currency translation	40
BALANCE AT DECEMBER 31, 2013	$ 6,127
Additions from acquisitions	**13,057**
Payments	**(457)**
Gain included in earnings	**(1,162)**
Foreign currency translation	**(88)**
BALANCE AT DECEMBER 31, 2014	**$ 17,477**

For the year ended December 31, 2014, $10.0 million is included in other long-term liabilities and $7.5 million is included in accrued liabilities. During 2014, gains for the reduction in the fair value of contingent consideration totaling $1.2 million were recognized in cost of sales. For the year ended December 31, 2013, the gains of $11.1 million were recognized in earnings as follows: $10.6 million in cost of sales and $0.5 million in general and administrative, restructuring, integration and other.

The carrying values of financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and other accrued liabilities, approximate their fair values due to their short-term maturities. The estimated fair value of long-term debt as disclosed in Note 15 was based on current interest rates for similar types of borrowings. The estimated fair values may not represent actual values of the financial instruments that could be realized as of the balance sheet date or that will be realized in the future. There were no fair value adjustments in the years ended December 31, 2014 and 2013 for nonfinancial assets or liabilities required to be measured at fair value on a nonrecurring basis other than the impairment of cost-method investments as discussed in Note 10.

15. Lines of Credit and Debt

Our credit facilities available at December 31, 2014 total €436.6 million (approximately $530.1 million). This includes a €400.0 million syndicated multi-currency revolving credit facility expiring December 2019 of which no amounts were utilized at December 31, 2014, and four other lines of credit amounting to €36.6 million with no expiration date, none of which were utilized as of December 31, 2014. The €400.0 million facility can be utilized in euro, U.K. pound or U.S. dollar and bears interest of 0.4% to 1.2% above three months EURIBOR, or LIBOR in relation to any loan not in euro, and is offered with interest periods of one, two, three, six or twelve months. The commitment fee is calculated based on 35% of the applicable margin. In 2014 and 2013, $1.8 million and $1.3 million of commitment fees were paid, respectively. The revolving facility agreement contains certain financial and non-financial covenants, including but not limited to, restrictions on the encumbrance of assets and the maintenance of certain financial ratios. We were in compliance with these covenants at December 31, 2014. The credit facilities are for general corporate purposes.

At December 31, 2014, total long-term debt was approximately $1,172.1 million, $131.1 million of which is current. We believe that funds from operations, existing cash and cash equivalents, short-term investments and availability of financing facilities as needed, will be sufficient to fund our debt repayments coming due in 2015.

Total long-term debt consists of the following:

(in thousands)	December 31, 2014	December 31, 2013
Notes payable to QIAGEN Euro Finance bearing interest at an effective rate of 3.7% repaid in March 2014	**$ —**	$ 300,000
Notes payable to QIAGEN Finance bearing interest at an effective rate of 1.8% due in February 2024	**130,451**	145,000
3.19% Series A Senior Notes due October 16, 2019	**73,645**	73,000
3.75% Series B Senior Notes due October 16, 2022	**302,648**	300,000
3.90% Series C Senior Notes due October 16, 2024	**27,000**	27,000
0.375% Senior Unsecured Cash Convertible Notes due 2019	**386,332**	—
0.875% Senior Unsecured Cash Convertible Notes due 2021	**251,335**	—
Other notes payable bearing interest up to 6.28% and due through September 2015	**668**	483
Total long-term debt	**1,172,079**	845,483
Less current portion	**131,119**	207
Long-term portion	**$ 1,040,960**	$ 845,276

Interest expense on long-term debt was $36.4 million, $28.4 million and $17.4 million for the years ended December 31, 2014, 2013 and 2012, respectively.

Future principal maturities of long-term debt as of December 31, 2014 are as follows:

Year ending December 31,	(in thousands)
2015	$ 131,119
2016	—
2017	—
2018	—
2019	459,977
thereafter	580,983
	$ 1,172,079

Cash Convertible Notes due 2019 and 2021

On March 19, 2014, we issued $730.0 million aggregate principal amount of Cash Convertible Senior Notes of which $430.0 million is due in 2019 (2019 Notes) and $300.0 million is due in 2021 (2021 Notes). We refer to the 2019 Notes and 2021 Notes, collectively as the “Cash Convertible Notes”. The aggregate net proceeds of the Cash Convertible Notes was $680.7 million, after payment of the net cost of the Call Spread Overlay described below and transaction costs, excluding approximately $0.1 million of accrued debt issuance costs at December 31, 2014. Additionally, we used $372.5 million of the net proceeds to repay the 2006 Notes and related subscription right described below.

Interest on the Cash Convertible Notes is payable semiannually in arrears on March 19 and September 19 of each year, at rates of 0.375% and 0.875% per annum for the 2019 Notes and 2021 Notes, respectively, commencing September 19, 2014. The 2019 Notes will mature on March 19, 2019 and the 2021 Notes will mature on March 19, 2021, unless repurchased or converted in accordance with their terms prior to such date.

The Cash Convertible Notes are convertible into cash in whole, but not in part, at the option of noteholders in the following circumstances: (a) from April 29, 2014 through September 18, 2018 for the 2019 Notes, and September 18, 2020 for the 2021 Notes (Contingent Conversion Period), under any of the Contingent Conversion Conditions and (b) at any time following the Contingent Conversion Period through the fifth business day immediately preceding the applicable maturity Date. Upon conversion, noteholders will receive an amount in cash equal to the Cash Settlement Amount, calculated as described below. The Cash Convertible Notes are not convertible into shares of our common stock or any other securities.

Noteholders may convert their Cash Convertible Notes into cash at their option at any time during the Contingent Conversion Period only under the following circumstances (Contingent Conversion Conditions):

- during any calendar quarter commencing after the calendar quarter ending on March 31, 2014 (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- if we undergo certain fundamental changes as defined in the agreement;
- during the five business day period immediately after any ten consecutive trading day period in which the quoted price for the 2019 Notes or the 2021 Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our common stock and the conversion rate on each such trading day;
- if we elect to distribute assets or property to all or substantially all of the holders of our common stock and those assets or other property have a value of more than 25% of the average daily volume-weighted average trading price of our common stock for the prior 20 consecutive trading days;
- if we elect to redeem the Cash Convertible Notes; or
- if we experience certain customary events of default, including defaults under certain other indebtedness.

The initial conversion rate is 7,056.7273 shares of our common stock per $200,000 principal amount of Cash Convertible Notes (reflecting an initial conversion price of approximately $28.34 per share of common stock). Upon conversion, holders are entitled to a cash payment (Cash Settlement Amount) equal to the average of the conversion rate multiplied by the daily volume-weighted average trading price for our common stock over a 50-day period. The conversion rate is subject to adjustment in certain instances but will not be adjusted for any accrued and unpaid interest. In addition, following the occurrence of certain corporate events that may occur prior to the applicable maturity date, we may be required to pay a cash make-whole premium by increasing the conversion rate for any holder who elects to convert Cash Convertible Notes in connection with the occurrence of such a corporate event.

We may redeem the 2019 Notes or 2021 Notes in their entirety at a price equal to 100% of the principal amount of the applicable Cash Convertible Notes plus accrued interest at any time when 20% or less of the aggregate principal amount of the applicable Cash Convertible Notes originally issued remain outstanding.

The Cash Convertible Notes are senior unsecured obligations, and rank senior in right of payment to any of our indebtedness that is expressly subordinated in right of payment to the Cash Convertible Notes; equal in right of payment to any of our unsecured indebtedness that is unsubordinated; junior in right of payment to any of our secured indebtedness to the extent of the value of the assets securing such indebtedness; and junior to all indebtedness and other liabilities (including trade payables) of our subsidiaries.

Because the Cash Convertible Notes contain an embedded cash conversion option, we have determined that the embedded cash conversion option is a derivative financial instrument, which is required to be separated from the Cash Convertible Notes and accounted for separately as a derivative liability, with changes in fair value reported in our consolidated statements of operations until the cash conversion option transaction settles or expires. The initial fair value liability of the embedded cash conversion option was $105.2 million, which simultaneously reduced the carrying value of the Cash Convertible Notes (effectively an original issuance discount). For further discussion of the derivative financial instruments relating to the Cash Convertible Notes, refer to Note 13.

As noted above, the reduced carrying value on the Cash Convertible Notes resulted in a debt discount that is amortized to the principal amount through the recognition of non-cash interest expense over the expected life of the debt, which is five and seven years for the 2019 Notes and 2021 Notes, respectively. This resulted in our recognition of interest expense on the Cash Convertible Notes at an effective rate approximating what we would have incurred had nonconvertible debt with otherwise similar terms been issued. The effective interest rate of the 2019 and 2021 Notes is 2.937% and 3.809%, respectively, which is imputed based on the amortization of the fair value of the embedded cash conversion option over the remaining term of the Cash Convertible Notes. As of December 31, 2014, we expect the 2019 Notes to be outstanding until their 2019 maturity date and the 2021 Notes to be outstanding until their 2021 maturity date, for remaining amortization periods of approximately five and seven years, respectively. Based on an estimation using available over-the-counter market information on the Cash Convertible Notes, the fair value of the 2019 and 2021 Notes at December 31, 2014 was $452.0 million and $318.1 million, respectively.

In connection with the issuance of the Cash Convertible Notes, we incurred approximately $13.1 million in transaction costs. Such costs have been allocated to the Cash Convertible Notes and deferred as a long-term asset and are being amortized over the terms of the Cash Convertible Notes.

Interest expense related to the Cash Convertible Notes was comprised of the following:

(in thousands)	Year-Ended December 31, 2014
Coupon interest	$ 3,307
Amortization of original issuance discount	12,836
Amortization of debt issuance costs	1,693
Total interest expense related to the Cash Convertible Notes	$ 17,836

Cash Convertible Notes Call Spread Overlay

Concurrent with the issuance of the Cash Convertible Notes, we entered into privately negotiated hedge transactions (Call Options) with, and issued warrants to purchase shares of our common stock (Warrants) to, certain financial institutions. We refer to the Call Options and Warrants collectively as the "Call Spread Overlay". The Call Options are intended to offset any cash payments payable by us in excess of the principal amount due upon any conversion of the Cash Convertible Notes. We used $105.2 million of the proceeds from the issuance of the Cash Convertible Notes to pay for the Call Options, and simultaneously received $69.4 million from the sale of the Warrants, for a net cash outlay of $35.8 million for the Call Spread Overlay. The Call Options are derivative financial instruments and are discussed further in Note 13. The Warrants are equity instruments and are further discussed in Note 17.

Aside from the initial payment of a premium of $105.2 million for the Call Option, we will not be required to make any cash payments under the Call Options, and will be entitled to receive an amount of cash, generally equal to the amount by which the market price per share of our common stock exceeds the exercise price of the Call Options during the relevant valuation period. The exercise price under the Call Options is initially equal to the conversion price of the Cash Convertible Notes.

The Warrants cover an aggregate of 25.8 million shares of our common stock (subject to anti-dilution adjustments under certain circumstances) and have an initial exercise price of 32.085 per share, subject to customary adjustments. The Warrants expire as follows: Warrants to purchase 15.2 million shares expire over a period of 50 trading days beginning on December 27, 2018 and Warrants to purchase 10.6 million shares expire over a period of 50 trading days beginning on December 29, 2020. The Warrants are European-style (exercisable only upon expiration). The Warrants could have a dilutive effect to the extent that the price of our common stock exceeds the applicable strike price of the Warrants. For each Warrant that is exercised, we will deliver to the holder a number of shares of our common stock equal to the amount by which the settlement price exceeds the exercise price, divided by the settlement price, plus cash in lieu of any fractional shares. We will not receive any proceeds if the Warrants are exercised.

Private Placement

In October 2012, we completed a private placement through the issuance of new senior unsecured notes at a total amount of $400.0 million with a weighted average interest rate of 3.66% (settled on October 16, 2012). The notes were issued in three series: (1) $73.0 million 7-year term due in 2019 (3.19%); (2) $300.0 million 10-year term due in 2022 (3.75%); and (3) $27.0 million 12-year term due in 2024 (3.90%). We paid $2.1 million in debt issue costs which will be amortized through interest expense over the lifetime of the notes. Approximately €170.0 million (approximately $220 million) of proceeds from the notes were used to repay amounts outstanding under our short-term revolving credit facility in 2012. The remainder of the proceeds provides additional resources to support our longer-term business expansion. The note purchase agreement contains certain financial and non-financial covenants, including but not limited to, restrictions on priority indebtedness and the maintenance of certain financial ratios. We were in compliance with these covenants at December 31, 2014. Based on an estimation using the changes in the U.S. Treasury rates, the fair value of these senior notes as of December 31, 2014 was approximately $390.6 million, taking into account that $200.0 million of such notes are the hedged item in the fair value transaction described in Note 13.

2006 Notes

In May 2006, we completed the offering of $300 million of 3.25% Senior Convertible Notes due in 2026 (2006 Notes) through an unconsolidated subsidiary, QIAGEN Euro Finance. The net proceeds of the 2006 Notes were loaned by Euro Finance to consolidated subsidiaries and at December 31, 2013, $300 million is included in long-term debt for the loan amounts payable to Euro Finance. These long-term notes payable to Euro Finance have an effective interest rate of 3.7% and were originally due in December 2014. In 2012, we refinanced the $300 million note with QIAGEN Euro Finance and under the new terms the debt is due in May 2026. Interest was payable semi-annually in May and November. The 2006 Notes were issued at 100% of principal value, and were convertible into 15.0 million common shares at the option of the holders upon the occurrence of certain events, at a price of $20.00 per share, subject to adjustment. QIAGEN N.V. had an agreement with QIAGEN Euro Finance to issue shares to the investors in the event of conversion. This subscription right, along with the related receivable, was recorded at fair

value in the equity of QIAGEN N.V. as paid-in capital. In March 2014, we redeemed the $300 million loan payable to Euro Finance and approximately 98% of the subscription right with QIAGEN Euro Finance for $372.5 million, and recognized a loss on the redemption of $4.6 million in other (expense) income, net. Contemporaneously, QIAGEN Euro Finance redeemed the 2006 Notes. During 2014, we issued 0.2 million common shares in exchange for $3.9 million upon the exercise of the remaining subscription rights.

2004 Notes

In August 2004, we completed the sale of $150 million of 1.5% Senior Convertible Notes due in 2024 (2004 Notes), through our unconsolidated subsidiary QIAGEN Finance. The net proceeds of the 2004 Notes were loaned by QIAGEN Finance to consolidated subsidiaries with an effective interest rate of 1.8% at December 31, 2014 and 2013. The 2004 Notes are due in February 2024. Interest is payable semi-annually in February and August. The 2004 Notes were issued at 100% of principal value, and are convertible into 10.1 million common shares at the option of the holders upon the occurrence of certain events at a price of $12.6449 per share, subject to adjustment. QIAGEN N.V. has an agreement with QIAGEN Finance to issue shares to the investors in the event of conversion. This subscription right, along with the related receivable, is recorded at fair value in the equity of QIAGEN N.V. as paid-in capital. In 2014, 1.2 million common shares were issued in connection with the conversions. The 2004 Notes could be redeemed, in whole or in part, at QIAGEN Finance's option at 100% of the principal amount, provided that the actual trading price of our common shares exceeds 120% of the conversion price for twenty consecutive trading days. In addition, the holders of the 2004 Notes could require QIAGEN Finance to repurchase all or a portion of the outstanding 2004 Notes for 100% of the principal amount, plus accrued interest, on August 18, 2019. As of December 31, 2014, $130.5 million is included in short-term debt for the loan amounts payable to QIAGEN Finance, with a maturity date of February 2024 but is due on demand in connection with conversions. Based on an estimation using available over-the-counter market information on the convertible bond issued by QIAGEN Finance, the fair value of the 2004 Notes at December 31, 2014 was $242.1 million. As of December 31, 2014, we have reserved 10.1 million common shares for issuance in the event of conversion of the 2004 Notes. In January 2015, we repaid the $130.5 million loan to QIAGEN Finance and repurchased the warrant agreement with QIAGEN Finance.

We believe that funds from operations, existing cash and cash equivalents, and availability of financing facilities as needed, will be sufficient to fund our debt repayment obligations as they come due in the next twelve months.

16. Income Taxes

Income before provision for income taxes for the years ended December 31, 2014, 2013 and 2012 consisted of:

(in thousands)	2014	2013	2012
Pretax income in The Netherlands	**$ (5,806)**	$ 24,135	$ 27,222
Pretax income from foreign operations	**124,320**	13,203	117,931
	$ 118,514	$ 37,338	$ 145,153

The provisions for income taxes for the years ended December 31, 2014, 2013 and 2012 are as follows:

(in thousands)	2014	2013	2012
Current—The Netherlands	**$ 936**	$ 2,874	$ 3,271
—Foreign	**41,667**	33,452	35,112
	42,603	36,326	38,383
Deferred—The Netherlands	**317**	—	—
—Foreign	**(41,608)**	(68,086)	(22,767)
	(41,291)	(68,086)	(22,767)
Total provision for income taxes	**$ 1,312**	$ (31,760)	$ 15,616

The Netherlands statutory income tax rate was 25% for the years ended December 31, 2014, 2013 and 2012. The principal items comprising the differences between income taxes computed at the Netherlands statutory rate and the effective tax rate for the years ended December 31, 2014, 2013 and 2012 are as follows:

(in thousands)	2014 Amount	2014 Percent	2013 Amount	2013 Percent	2012 Amount	2012 Percent
Income taxes at The Netherlands statutory rate	**$ 29,628**	**25.0%**	$ 9,334	25.0 %	$ 36,288	25.0%
Earnings of subsidiaries taxed at different rates	**1,655**	**1.4**	(5,732)	(15.4)	5,180	3.6
Tax impact from permanent items	**9,339**	**7.9**	6,219	16.7	4,854	3.4
Tax impact from tax exempt income	**(38,552)**	**(32.5)**	(38,371)	(102.8)	(36,969)	(25.5)
Tax contingencies, net	**4,409**	**3.7**	1,986	5.3	2,729	1.9
Taxes due to changes in tax rates	**330**	**0.3**	(1,640)	(4.4)	(1,086)	(0.8)
Taxes due to changes in tax laws	**—**	**—**	—	—	2,697	1.9
Research and development	**(4,268)**	**(3.6)**	(2,211)	(5.9)	(1,181)	(0.8)
Restructuring	**—**	**—**	(872)	(2.3)	—	—
Prior year taxes	**(1,950)**	**(1.7)**	(888)	(2.4)	2,805	1.9
Other items, net	**721**	**0.6**	415	1.1	299	0.2
Total provision for income taxes	**$ 1,312**	**1.1%**	$ (31,760)	(85.1)%	$ 15,616	10.8%

We conduct business globally and, as a result, file numerous consolidated and separate income tax returns in the Netherlands, Germany, Switzerland and the U.S. federal jurisdiction, as well as in various other state and foreign jurisdictions. In the normal course of business, we are subject to examination by taxing authorities throughout the world. Tax years in the Netherlands are open since 2002 for income tax examinations by tax authorities. Our subsidiaries, with few exceptions, are no longer subject to income tax examinations by tax authorities for years before 2010. The U.S. consolidated group is subject to federal and most state income tax examinations by tax authorities beginning the year ending December 31, 2010 through the current period.

Starting in February 2014, U.S. tax authorities (Internal Revenue Service) have been auditing our US federal tax return for 2011 and 2012. The audit is currently in process and we expect to close the audit in 2015.

In 2012, we established a reserve related to withholding tax on a specific intercompany transaction for $3.9 million including penalty. During 2013, we settled on this issue with the relevant tax authorities, which resulted in a release of the remaining $1.9 million reserve in the fourth quarter of 2013.

We do not currently anticipate that our existing reserves related to uncertain tax positions as of December 31, 2014 will significantly increase or decrease during the twelve-month period ending December 31, 2015; however, various events could cause our current expectations to change in the future. The majority of these uncertain tax positions, if ever recognized in the financial statements, would be recorded in the statement of operations as part of the income tax provision.

Changes in the gross amount of unrecognized tax benefits are as follows:

(in thousands)	Unrecognized Tax Benefits
Balance at December 31, 2012	$ 10,775
Additions based on tax positions related to the current year	2,024
Additions for tax positions of prior years	1,244
Settlement with taxing authorities	(1,891)
Reductions due to lapse of statute of limitations	(296)
Decrease from currency translation	(271)
Balance at December 31, 2013	$ 11,585
Additions based on tax positions related to the current year	**4,448**
Decrease from currency translation	**(31)**
Balance at December 31, 2014	**$ 16,002**

At December 31, 2014 and 2013, our net unrecognized tax benefits totaled approximately $16.0 million and $11.6 million, respectively, of which $14.0 million and $11.6 million in benefits, if recognized, would favorably, affect our effective tax rate in any future period. It is possible that approximately $3.8 million of the unrecognized tax benefits may be released during the next 12 months due to lapse of statute of limitations or settlements with tax authorities.

Our policy is to recognize interest accrued related to unrecognized tax benefits in interest expense and penalties within tax provision expense. At December 31, 2014 and 2013, we have net interest (income) expense and penalties of $(0.3) million and $(1.7) million, respectively. At December 31, 2014 and 2013, we have accrued interest of $1.1 million and $1.3 million, respectively, which are not included in the table above.

We have recorded net deferred tax liabilities of $82.8 million and $101.6 million at December 31, 2014 and 2013, respectively. The components of the net deferred tax liability at December 31, 2014 and December 31, 2013 are as follows:

	2014		2013	
(in thousands)	Deferred Tax Assets	Deferred Tax Liability	Deferred Tax Assets	Deferred Tax Liability
Net operating loss carry forwards	**$ 33,208**	**$ —**	$ 43,108	$ —
Accrued and other liabilities	**20,425**	**—**	21,520	—
Inventories	**4,798**	**(1,358)**	5,117	(1,304)
Allowance for bad debts	**1,155**	**(483)**	2,351	(1,016)
Currency revaluation	**510**	**(211)**	399	(57)
Depreciation and amortization	**3,616**	**(10,645)**	2,132	(7,260)
Capital lease	**1,128**	**—**	1,925	—
Tax credits	**3,347**	**—**	1,774	—
Unremitted profits and earnings	**—**	**(1,064)**	—	(1,150)
Intangibles	**1,030**	**(199,677)**	4,698	(211,435)
Equity awards	**14,209**	**—**	11,812	—
Interest	**38,013**	—	25,801	—
Convertible debt	**10,055**	**—**	—	—
Other	**1,901**	**(2,108)**	2,687	(2,063)
Valuation allowance	**(602)**	**—**	(621)	—
	$ 132,793	**$ (215,546)**	$ 122,703	$ (224,285)
Net deferred tax liabilities		**$ (82,753)**		$ (101,582)

At December 31, 2014 and 2013, we had $270.1 million and $201.1 million in total foreign net operating loss (NOL) carryforwards. At December 31, 2014 and 2013, we had $120.8 million and $99.1 million of U.S. federal (NOL) carryforwards. At December 31, 2014, the entire NOLs in the U.S. are subject to limitations under Section 382 of the Internal Revenue Code. In 2014, the U.S. NOL increased significantly due to the acquisitions, which resulted in additional NOLs of $44.4 million. Approximately $43.3 million of NOL will be limited under IRC 382 and we anticipate that we will only be able to utilize about $1.1 million of the total NOL. The remaining NOL is not expected to be utilized before expiration. The NOLs in the U.S. will expire beginning December 31, 2021 through December 31, 2031. As of December 31, 2014 and 2013, we had other foreign NOL carryforwards totaling approximately $149.3 million and $102.0 million, respectively, with $9.3 million added in 2014 due to acquisitions. During 2014, Germany generated approximately $21.6 million NOL related to trade tax and utilized approximately $25.5 million CIT NOL generated in 2013. A portion of the foreign NOLs will be expiring beginning December 2015. The valuation allowance amounts for the years ended December 31, 2014 and 2013 are $0.6 million.

As of December 31, 2014, a provision has not been made for residual Netherlands income taxes on the undistributed earnings of the majority of our foreign subsidiaries as these earnings are considered to be either permanently reinvested or can be repatriated tax free. These earnings retained by subsidiaries and equity accounted investments amounted to $317.1 million at December 31, 2014. We have $19.1 million of undistributed earnings that we do not consider permanently reinvested and have recorded deferred income taxes or withholding taxes at December 31, 2014 and December 31, 2013, of approximately $1.1 million and $1.2 million respectively. There are no income tax consequences regarding payment of dividends to our shareholders. To date, we have never paid dividends.

17. Equity

Issuance of Warrants

In March 2014, in connection with the issuance of our Cash Convertible Notes, we issued warrants (as described in Note 15) for approximately 25.8 million shares of our common stock (subject to antidilution adjustments under certain circumstances) with an initial exercise price of $32.085 per share, subject to customary adjustments. The proceeds, net of issuance costs, from

the sale of the Warrants of approximately $68.9 million are included as additional paid in capital in the accompanying balance sheet. The Warrants expire as follows: Warrants to purchase 15.2 million shares expire over a period of 50 trading days beginning on December 27, 2018 and Warrants to purchase 10.6 million shares expire over a period of 50 trading days beginning on December 29, 2020. The Warrants are exercisable only upon expiration. For each Warrant that is exercised, we will deliver to the holder a number of shares of our common stock equal to the amount by which the settlement price exceeds the exercise price, divided by the settlement price, plus cash in lieu of any fractional shares. The Warrants could separately have a dilutive effect on shares of our common stock to the extent that the market value per share of our common stock exceeds the applicable exercise price of the Warrants (as measured under the terms of the Warrants).

Share Repurchase Program

In 2012, the Supervisory Board approved a program authorizing management to purchase up to a total of $100 million of our common shares (excluding transaction costs). We completed this share repurchase program in April 2013 having repurchased, between October 2012 and April 2013, a total of 5.1 million QIAGEN shares for an aggregate cost of $99.0 million.

In July 2013, we announced our intention to exercise the authorization granted by the Annual General Meeting of Shareholders on June 26, 2013, to purchase up to $100 million of our common shares (excluding transaction costs). In 2013, 1.0 million QIAGEN shares were repurchased for $22.7 million and 3.4 million QIAGEN shares were repurchased for $77.7 million in 2014 for an aggregate cost of $100.4 million (including performance fees), under this program.

In July 2014, we announced the launch of our third $100 million share repurchase program after completing the second $100 million program in June 2014. In 2014, 2.1 million QIAGEN shares were repurchased for $49.1 million.

The cost of repurchased shares is included in treasury stock and reported as a reduction in total equity when a repurchase occurs. Repurchased shares will be held in treasury in order to satisfy various obligations, which include exchangeable debt instruments and employee share-based remuneration plans.

Accumulated Other Comprehensive Income (Loss)

The following table is a summary of the components of accumulated other comprehensive (loss) income at December 31:

(in thousands)	**2014**	**2013**
Net unrealized loss on pension, net of tax	**$ (882)**	$ (401)
Foreign currency effects from intercompany long-term investment transactions, net of tax of $6.8 million and $6.5 million in 2014 and 2013, respectively	**12,933**	12,164
Foreign currency translation adjustments	**(146,786)**	(15,955)
Accumulated other comprehensive (loss) income	**$ (134,735)**	$ (4,192)

18. Earnings per Common Share

We present basic and diluted earnings per share. Basic earnings per share is calculated by dividing the net income attributable to the owners of QIAGEN N.V. by the weighted average number of common shares outstanding. Diluted earnings per share reflect the potential dilution that would occur if all "in the money" securities to issue common shares were exercised. The following schedule summarizes the information used to compute earnings per common share:

	Years ended December 31,		
(in thousands, except per share data)	**2014**	**2013**	**2012**
Net income attributable to the owners of QIAGEN N.V.	**$ 116,634**	$ 69,073	$ 129,506
Weighted average number of common shares used to compute basic net income per common share	**232,644**	234,000	235,582
Dilutive effect of stock options and restrictive stock units	**3,573**	3,023	2,341
Dilutive effect of outstanding warrant shares	**5,321**	5,152	2,823
Weighted average number of common shares used to compute diluted net income per common share	**241,538**	242,175	240,746
Outstanding options and awards having no dilutive effect, not included in above calculation	**422**	1,616	2,906
Outstanding warrants having no dilutive effect, not included in above calculation	**32,505**	21,315	23,644
Basic earnings per common share attributable to the owners of QIAGEN N.V.	**$ 0.50**	$ 0.30	$ 0.55
Diluted earnings per common share attributable to the owners of QIAGEN N.V.	**$ 0.48**	$ 0.29	$ 0.54

19. Commitments and Contingencies

Lease Commitments

We lease facilities and equipment under operating lease arrangements expiring in various years through 2022. Certain rental commitments provide for escalating rental payments or have renewal options extending through various years. Certain facility and equipment leases constitute capital leases expiring in various years through 2018. The accompanying consolidated financial statements include the assets and liabilities arising from these capital lease obligations. Rent expense under operating lease agreements was $25.6 million, $26.4 million and $21.5 million for the years ended December 31, 2014, 2013 and 2012, respectively.

Minimum future obligations under capital and operating leases at December 31, 2014 are as follows:

(in thousands)	Capital Leases	Operating Leases
2015	$ 1,552	$ 17,437
2016	1,584	12,515
2017	1,366	9,873
2018	1,522	7,027
2019	—	5,331
Thereafter	—	8,819
	6,024	$ 61,002
Less: Amount representing interest	(894)	
	5,130	
Less: Current portion	(1,125)	
Long-term portion	$ 4,005	

Licensing and Purchase Commitments

We have licensing agreements with companies, universities and individuals, some of which require certain up-front payments. Royalty payments are required on net product sales ranging from one to 25 percent of covered products or based on quantities sold. Several of these agreements have minimum royalty requirements. The accompanying consolidated financial statements include accrued royalties relating to these agreements in the amount of $13.9 million and $19.9 million at December 31, 2014 and 2013, respectively. Royalty expense relating to these agreements amounted to $48.8 million, $53.2 million, and $52.5 million for the years ended December 31, 2014, 2013 and 2012, respectively. Royalty expense is primarily recorded in cost of sales, with a small portion recorded as research and development expense depending on the use of the technology under license. Some of these agreements also have minimum raw material purchase requirements and requirements to perform specific types of research.

At December 31, 2014, we had commitments to purchase goods or services, and for future minimum guaranteed royalties. They are as follows:

(in thousands)	Purchase Commitments	License & Royalty Commitments
2015	$ 71,569	$ 1,783
2016	17,785	1,787
2017	9,222	1,737
2018	8,174	1,600
2019	7,420	1,531
Thereafter	—	2,116
	$ 114,170	$ 10,554

Contingent Consideration Commitments

Pursuant to the purchase agreements for certain acquisitions, as discussed more fully in Note 5, we could be required to make additional contingent cash payments totaling up to $88.4 million based on the achievement of certain revenue and operating results milestones as follows: $24.9 million in 2015, $25.7 million in 2016, $15.5 million in 2017, and $22.3 million, payable in any 12-month period from now until 2029 based on the accomplishment of certain revenue targets. Of the $88.4 million total contingent obligation, we have assessed the fair value at December 31, 2014, to be $17.5 million, of which $10.0 million is included in other long-term liabilities and $7.5 million is included in accrued liabilities in the accompanying balance sheet.

Employment Agreements

Certain of our employment contracts contain provisions which guarantee the payments of certain amounts in the event of a change in control, as defined in the agreements, or if the executive is terminated for reasons other than cause, as defined in the agreements. At December 31, 2014, the commitment under these agreements totaled $15.5 million.

Contingencies

In the ordinary course of business, we provide a warranty to customers that our products are free of defects and will conform to published specifications. Generally, the applicable product warranty period is one year from the date of delivery of the product to the customer or of site acceptance, if required. Additionally, we typically provide limited warranties with respect to our services. From time to time, we also make other warranties to customers, including warranties that our products are manufactured in accordance with applicable laws and not in violation of third-party rights. We provide for estimated warranty costs at the time of the product sale. We believe our warranty reserves as of December 31, 2014 and 2013 appropriately reflect the estimated cost of such warranty obligations.

Preacquisition Contingencies

In connection with certain acquisitions, amounts were paid into escrow accounts to cover preacquisition contingencies assumed in the acquisition. The escrow amounts expected to be claimed by QIAGEN are recorded as an asset in prepaid and other current assets and amount to $2.5 million as of December 31, 2014 and 2013. In addition, we have recorded $0.1 million for preacquisition contingencies as a liability under accrued and other liabilities as of December 31, 2014 and 2013.

Litigation

From time to time, we may be party to legal proceedings incidental to our business. As of December 31, 2014, certain claims, suits or legal proceedings arising out of the normal course of business have been filed or were pending against QIAGEN or its subsidiaries. These matters have arisen in the ordinary course and conduct of business, as well as through acquisition. Although it is not possible to predict the outcome of such litigation, we assess the degree of probability and evaluate the reasonably possible losses that we could incur as a result of these matters. We accrue for any estimated loss when it is probable that a liability has been incurred and that the amount of the probable loss can be estimated. Based on the facts known to QIAGEN and after consultation with legal counsel, management believes that such litigations will not have a material adverse effect on QIAGEN's financial position or results of operations.

20. Share-Based Compensation

We adopted the QIAGEN N.V. Amended and Restated 2005 Stock Plan (the 2005 Plan) in 2005 and the QIAGEN N.V. 2014 Stock Plan (the 2014 Plan) in 2014. The 2005 Plan will expire by its terms in April 2015, at which time no further awards will be able to be granted under the 2005 Plan. The plans allows for the granting of stock rights and incentive stock options, as well as non-qualified options, stock grants and stock-based awards, generally with terms of up to 10 years, subject to earlier termination in certain situations. Generally, options vest over a three-year period. The vesting and exercisability of certain stock rights will be accelerated in the event of a Change of Control, as defined in the plans. To date, all option grants have been at the market value on the grant date or at a premium above the closing market price on the grant date. We issue Treasury Shares to satisfy option exercises and had approximately 14.1 million Common Shares reserved and available for issuance under the 2005 Plan at December 31, 2014.

Stock Options

During the year ended December 31, 2013, we granted 543,903 stock options. No stock options were granted in 2014. The following are the weighted-average assumptions used in valuing the stock options granted to employees for the years ended December 31, 2013 and 2012:

	2013	2012
Stock price volatility	27%	34%
Risk-free interest rate	0.88%	0.82%
Expected life (in years)	4.93	4.89
Dividend rate	0%	0%
Forfeiture rate	4.1%	5.9%

A summary of the status of employee stock options as of December 31, 2014 and changes during the year then ended is presented below:

All Employee Options	Number of Shares (in thousands)	Weighted Average Exercise Price	Weighted Average Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2014	**3,394**	**$ 17.54**		
Exercised	**(791)**	**$ 15.26**		
Forfeited	**(53)**	**$ 18.97**		
Expired	**(19)**	**$ 16.61**		
Outstanding at December 31, 2014	**2,531**	**$ 18.23**	**5.05**	**$ 13,231**
Vested at December 31, 2014	**2,056**	**$ 18.10**	**4.39**	**$ 11,025**
Vested and expected to vest at December 31, 2014	**2,514**	**$ 18.23**	**5.03**	**$ 13,148**

Generally, stock option grants are valued as a single award with a single average expected term and are amortized over the vesting period. The weighted-average grant-date fair value of options granted during the years ended December 31, 2013 and 2012 was $4.94 and $4.80, respectively. The total intrinsic value of options exercised during the years ended December 31, 2014 and 2013 was $6.3 million and $25.3 million, respectively. At December 31, 2014, the unrecognized share-based compensation expense related to employee stock option awards including estimated forfeitures is approximately $1.2 million and will be recognized over a weighted average period of approximately 0.95 years.

At December 31, 2014, 2013 and 2012, 2.1 million, 2.3 million and 4.3 million options were exercisable at a weighted average price of $18.10, $16.99 and $13.18 per share, respectively. The options outstanding at December 31, 2014 expire in various years through 2023.

Stock Units

Stock units represent rights to receive Common Shares at a future date and include restricted stock units which are subject to time-vesting only and performance stock units which include performance conditions in addition to time-vesting. There is no exercise price and the fair market value at the time of the grant is recognized over the requisite vesting period, generally three to five years, and in certain grants 10 years. The fair market value is determined based on the number of restricted stock units granted and the market value of our shares on the grant date. Pre-vesting forfeitures were estimated to be approximately 5.4%. At December 31, 2014, there was $104.8 million remaining in unrecognized compensation cost including estimated forfeitures related to these awards, which is expected to be recognized over a weighted average period of 2.68 years. The weighted average grant date fair value of stock units granted during the year ended December 31, 2014 was $22.73. The total fair value of stock units that vested during the years ended December 31, 2014 and 2013 was $34.1 million and $22.6 million, respectively.

A summary of stock units as of December 31, 2014 and changes during the year are presented below:

Stock Units	Stock Units (in thousands)	Weighted Average Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2014	**9,696**		
Granted	**1,696**		
Vested	**(1,528)**		
Forfeited	**(704)**		
Outstanding at December 31, 2014	**9,160**	**2.68**	**$ 215,041**
Vested and expected to vest at December 31, 2014	**7,727**	**2.55**	**$ 180,497**

Compensation Expense

Share-based compensation expense before taxes for the years ended December 31, 2014, 2013 and 2012 totaled approximately $42.2 million, $37.9 million and $25.4 million, respectively, as shown in the table below. The excess tax benefit realized for the tax deductions of the share-based payment arrangements totaled $1.6 million, $3.1 million and $1.5 million, respectively, for the years ended December 31, 2014, 2013 and 2012.

Compensation Expense (in thousands)	2014	2013	2012
Cost of sales	**$ 2,726**	$ 3,337	$ 2,328
Research and development	**6,650**	7,632	4,167
Sales and marketing	**8,290**	10,412	6,123
General and administrative	**24,522**	16,554	12,737
Share-based compensation expense	**42,188**	37,935	25,355
Less: income tax benefit	**9,685**	8,832	5,630
Net share-based compensation expense	**$ 32,503**	$ 29,103	$ 19,725

During the year ended December 31, 2013, we recognized expense of $1.4 million in connection with retirement provisions for Supervisory Board members. No share-based compensation cost was capitalized in inventory in 2014, 2013 or 2012 as the amounts were not material.

21. Employee Benefits

We maintain various benefit plans, including defined contribution and defined benefit plans. Our U.S. defined contribution plan is qualified under Section 401(k) of the Internal Revenue Code, and covers substantially all U.S. employees. Participants may contribute a portion of their compensation not exceeding a limit set annually by the Internal Revenue Service. This plan includes a provision for us to match a portion of employee contributions. Total expense under the 401(k) plans, including the plans acquired via business acquisitions, was $2.1 million, $1.7 million and $3.1 million for the years ended December 31, 2014, 2013 and 2012, respectively. In 2013, the total expense was lower partially due to matching amounts which were funded from forfeited amounts. We also have a defined contribution plan which covers certain executives. We make matching contributions up to an established maximum. Matching contributions made to the plan, and expensed, totaled approximately $0.3 million in each year ended December 31, 2014, 2013 and 2012.

We have four defined benefit, non-contributory retirement or termination plans that cover certain employees in Germany, France, Japan and Italy. These defined benefit plans provide benefits to covered individuals satisfying certain age and service requirements. For certain plans, we calculate the vested benefits to which employees are entitled if they separate immediately. The benefits accrued on a pro-rata basis during the employees' employment period are based on the individuals' salaries, adjusted for inflation. The liability under the defined benefit plans was $5.0 million at December 31, 2014 and $4.3 million at December 31, 2013, and is included as a component of other long-term liabilities on the consolidated balance sheets.

22. Related Party Transactions

We have a 100% interest in QIAGEN Finance (Luxembourg) S.A. (QIAGEN Finance) which was established for the purpose of issuing convertible debt. As discussed in Note 10, QIAGEN Finance is a variable interest entity for which we do not hold any variable interests and are not the primary beneficiary, thus it is not consolidated. Accordingly, the convertible debt is not included in the consolidated statements of QIAGEN N.V., though QIAGEN N.V. does report the full obligation of the debt through its liabilities to QIAGEN Finance. As of December 31, 2014 and 2013, we had loans payable to QIAGEN Finance of $130.5 million and $145.0 million, respectively, accrued interest due to QIAGEN Finance of $3.9 million and $4.3 million, respectively and also had amounts receivable from QIAGEN Finance of $3.0 million and $3.4 million. The amounts receivable are related to subscription rights which are recorded net in the equity of QIAGEN N.V. as paid-in capital. In January 2015, we repaid the $130.5 million loan to QIAGEN Finance.

We have a 100% interest in QIAGEN Euro Finance (Luxembourg) S.A. (Euro Finance), which was established for the purpose of issuing convertible debt. Euro Finance was a variable interest entity for which we did not hold any variable interests and were not the primary beneficiary, thus it was not consolidated in 2013. As of December 31, 2013, we had a loan payable to Euro Finance of $300.0 million, accrued interest due to Euro Finance of $2.6 million and amounts receivable from Euro Finance of $1.3 million. The loan payable to Euro Finance was redeemed together with all accrued interest in the first quarter of 2014.

In June 2013, we collected $1.6 million from a loan receivable due from a company in which we also hold an interest.

During 2012 we entered into a development and license agreement with a company in which we also hold an interest. Under the terms of this agreement we paid a total of $7.7 million in 2013.

From time to time, we have transactions with other companies in which we hold an interest all of which are individually and in the aggregate immaterial, as summarized in the table below.

Year ending December 31, (in thousands)	2014	2013
Net sales	**$ 1,567**	$ 6,193
Accounts receivable	**$ 1,797**	$ 5,680
Accounts payable	**$ 1,397**	$ 537

23. Subsequent Events

In January 2015, we launched an offer to repurchase all of the outstanding convertible notes due 2024 and repaid the $130.5 million loan to QIAGEN Finance and repurchased the related warrants to optimize our balance sheet by reducing the related potential share dilution. Concurrently, all of the outstanding 2004 Notes were tendered, and we currently expect to make approximately $250 million of cash payments from existing reserves for the repurchase.

In February 2015, QIAGEN Marseille, a fully consolidated entity, agreed to the sale of all its business, including all assets and liabilities, with the exception of its intellectual property portfolio. The value of the transaction has been fixed at €1.2 million.

QIAGEN N.V. AND SUBSIDIARIES
SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS
FOR THE YEARS ENDED DECEMBER 31, 2014, 2013 AND 2012

(in thousands)	Balance at Beginning of Year	Provision Charged to Expense	Write-Offs	Foreign Exchange and Other	Balance at End of Year
Year Ended December 31, 2012:					
Allowance for doubtful accounts	$ 4,315	$ 1,048	$ (240)	$ 98	$ 5,221
Year Ended December 31, 2013:					
Allowance for doubtful accounts	$ 5,221	$ 6,901	$ (1,527)	$ 88	$ 10,683
Year Ended December 31, 2014:					
Allowance for doubtful accounts	$ 10,683	$ 1,363	$ (2,263)	$ (936)	$ 8,847

Exhibit 2.5

QIAGEN N.V.

U.S.$430,000,000 0.375% Senior Unsecured Convertible Notes Due 2019 and U.S.$300,000,000 0.875% Senior Unsecured Convertible Notes Due 2021

Purchase Agreement

March 12, 2014

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB
United Kingdom

J.P. Morgan Securities PLC
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom
(each a "**Joint Bookrunner**", and together the "**Joint Bookrunners**")

Ladies and Gentlemen:

QIAGEN N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of The Netherlands (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to you, the Joint Bookrunners, an aggregate of U.S.$430,000,000 principal amount of the 0.375% Senior Unsecured Convertible Notes due 2019 and U.S.$300,000,000 principal amount of the 0.875% Senior Unsecured Convertible

Notes due 2021 to be issued pursuant to the provisions of the Indentures (as defined below) (respectively, the "2019 Notes" and the "2021 Notes", and, together, the "Securities").

The 2019 Notes and the 2021 Notes are to be issued pursuant to indentures (the "Indentures") to be dated as of March 19, 2014 among, *inter alios*, the Company, Deutsche Trustee Company Limited, as trustee (the "Trustee"), Deutsche Bank AG, London Branch, as principal paying and conversion agent and Deutsche Bank Luxembourg S.A., as note registrar and authentication agent. The Securities will be convertible into cash in an amount determined by reference to the trading price of the common shares of the Company (together with any such shares issuable or deliverable pursuant to the Warrant (as defined below), the "Shares") at the times and on the terms and conditions set forth in the Indentures. All conversions of the Securities will be settled solely in cash, and not through the delivery of the Shares or other securities, on the terms and conditions set forth in the Indentures. The Company will also enter into a calculation agency agreement (the "Calculation Agency Agreement") to be dated on or about March 19, 2014 with Conv-Ex Advisors Limited (the "Calculation Agent") whereby the Calculation Agent has been appointed to make certain calculations in relation to the Securities.

Subject to the representations and warranties contained in section 1 and the provisions in section 3, the Securities will be offered for sale by the Joint Bookrunners to non-U.S. persons outside the United States in reliance on Regulation S ("Regulation S") under the U.S. Securities Act of 1933, as amended (the "Securities Act"). The Securities will be offered and sold to the Joint Bookrunners without being registered under the Securities Act in reliance on exemptions therefrom.

In connection with the offering and sale of the Securities to investors, the Company has prepared and delivered to each Joint Bookrunner (i) an initial term sheet (the "Initial Term Sheet") describing the principal terms of the offering of the Securities, and including as appendices thereto extracts of the draft Indentures in substantially final form, and (ii) a pricing term sheet (the "Pricing Term Sheet") that includes certain pricing terms and other information with respect to the Securities and other matters not included in the Initial Term Sheet, each for use by the Joint Bookrunners in connection with its solicitation of offers to purchase the Securities. The Company has additionally issued on the date hereof (iii) a press release announcing the launch of the offering of the Securities (the "Launch Release") and (iv) an intermediary pricing press release announcing the coupon and the conversion premium as well as the approximate size of the offering and a final pricing press release announcing the results of the offering (the "Pricing Releases").

The Company will apply for the Securities to be admitted to trading on the open market segment (*Freiverkehr*) of the Frankfurt Stock Exchange (the "Open Market") pursuant to subsection 5(k) hereof. The Shares are admitted to trading on the NASDAQ Global Select Market and on the Prime Standard of the Frankfurt Stock Exchange (together, the "Relevant Exchanges").

In connection with the offering and sale of the Securities by the Company pursuant to the terms of this Agreement, the Company is entering into convertible note hedge and warrant transactions with one or more of the Joint Bookrunners or affiliates thereof or other third party counterparties pursuant to confirmation letters, dated as of the date hereof, subject to agreements in the form of ISDA 1992 Master Agreement (Multicurrency – Cross Border) (the "Hedge and Warrant Documents"). The warrant provided for under the Hedge and Warrant Documents is referred to herein as the "Warrant".

This Agreement, each of the Indentures, the Securities, the Calculation Agency Agreement and the Hedge and Warrant Documents, together with any document entered into among the Joint Bookrunners (and affiliates thereof) on the one hand and the Company (and affiliates thereof) on the other hand in connection with the issue, offer and sale of the Securities and this Agreement, are referred to herein collectively as the "Operative Documents." The Initial Term Sheet, the Pricing Term Sheet, the Launch Release, the Pricing Releases and any other press

releases or announcements to be made by or on behalf of the Company in relation to (including in each case any appendix thereto), as well as other written material expressly approved by the Company for use in connection with, the issue, offering and sale of the Securities are referred to herein collectively as the "Offering Documents".

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Joint Bookrunner, as of the date hereof and as of each Time of Delivery (as defined below), as set forth below:

a) *Public disclosure.* The Company has made public all information required to be made public by applicable law and regulation; the Public Disclosure (as defined below) contains all information which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses, and prospects of the Company; and none of the information filed with or furnished to the U.S. Securities and Exchange Commission (the "Commission") pursuant to Section 13(a), 13(c) or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, (the "Exchange Act"), and the rules thereunder, with or to the German *Bundesanstalt für Finanzdienstleistungsaufsicht* (the "BaFin") or the Dutch *Autoriteit Financiële Markten* (the "AFM") or with or to any Relevant Exchange (together, the "Public Disclosure") contains an untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company's most recent annual report on form 20-F and any subsequent documents filed with or furnished to the Commission pursuant to Section 13(a), 13(c) or 15(d) of the Exchange Act, when they were or are filed with or furnished to the Commission, conformed or will conform in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder.

b) *No material adverse change.* Neither the Company nor any of its subsidiaries has sustained since the date of the most recent audited consolidated financial statements of the Company set forth in the Public Disclosure any loss or interference with its business, including but not limited to loss or interference from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, other than as set forth in subsequent Public Disclosure or that would not have (i) a material adverse effect on the performance of or compliance with the Operative Documents or the consummation of any of the transactions contemplated hereby or thereby or (ii) a material adverse effect on the general affairs, management, financial position, shareholders' equity or results of operations or development involving a prospective change of the Company and its subsidiaries taken as a whole (either, a "Material Adverse Effect"); since the respective dates as of which information set forth in the Public Disclosure has been given, there has not been any payment of any dividend, capital reduction or other distribution, or any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any other change, or any development involving a prospective change, in each such case that would have a Material Adverse Effect.

c) *Offering Documents.* The Offering Documents are true and accurate in all material respects and each of the Initial Term Sheet and the Pricing Term Sheet is a fair and accurate summary of the terms of the Securities; and all expressions of opinion, intention or expectation contained in such documents are truly and honestly held and have been made on reasonable grounds after due and careful consideration and enquiry;

d) *Event of default.* No event has occurred or circumstance arisen that would (with the giving of notice or lapse of time or other condition), had any Securities then been outstanding, constitute an "Event of Default" (as defined under the Indentures);

e) *Title to property.* The Company and its subsidiaries have good and marketable title to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Public Disclosure or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property

by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries;

f) *Due incorporation*. The Company has been duly incorporated and is validly existing as a limited liability company (*naamloze vennootschap*) under the laws of The Netherlands, and each subsidiary of the Company has been duly incorporated and is validly existing and in good standing, where applicable, under the laws of its jurisdiction of incorporation; each of the Company and each of its subsidiaries has power and authority (corporate or other) to own its properties and conduct its business as described in the Public Disclosure, and has been duly qualified as a foreign entity for the transaction of business, if required, and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, other than where the failure to have such power or be so qualified or in good standing would not have a Material Adverse Effect;

g) *Share capital.* The Company has an authorized capitalization as set forth in the Public Disclosure, and all of the issued shares of capital stock of the Company have been validly issued and are fully paid and non-assessable, conform to the description thereof in the Public Disclosure; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company free and clear of all liens, encumbrances, equities or claims; all of the outstanding Shares have been duly listed and admitted for trading on the Relevant Exchanges; except as described in the Public Disclosure there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, any Shares or any other class of capital stock of the Company; and there are no restrictions on subsequent transfers of the outstanding Shares under the laws of The Netherlands or of the United States or Germany or the articles of association or other constituent documents of the Company except as described in the Public Disclosure; and the Shares issuable upon exercise of the Warrant will have been duly authorized and, if and when issued upon settlement of the Company's obligations under the Warrant, will be validly issued, fully paid and non‑assessable, and the issuance and delivery of the Shares in settlement of the Company's obligations under the Warrant will not be subject to any preemptive or similar rights;

h) *Valid and binding.* This Agreement has been duly authorized, executed and delivered by the Company and will constitute valid and legally binding agreement of the Company, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Securities have been duly authorized and, when issued and delivered pursuant to this Agreement, will have been validly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company entitled to the benefits provided by the applicable Indenture under which they are to be issued, subject, as to enforcement, to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; each of the other Operative Documents have been duly authorized and, when executed and delivered by the Company (and assuming the authorization, execution and delivery by the other parties thereto), will constitute valid and legally binding agreements of the Company, enforceable in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Securities and the Indentures will conform to the descriptions thereof in the Offering Documents and will be in substantially the form previously delivered to you;

i) *Margin requirements.* None of the transactions contemplated by the Operative Documents (including, without limitation, the use of the proceeds from the sale of the Securities) will violate or result in a violation of Section 7 of the Exchange Act, or any regulation promulgated thereunder, including, without limitation, Regulations G, T, U, and X of the Board of Governors of the Federal Reserve System;

j) *Consents*. All consents, clearances, approvals, authorisations, orders, registrations or qualifications of or with any Governmental Agency ("Governmental Authorization") required for the execution and delivery of the Operative Documents, the issue of the Securities and the consummation of the other transactions herein and therein contemplated have been obtained and are in full force and effect and are not subject to any conditions which are required to be satisfied prior to the date hereof and have not been satisfied and no action or thing is required to be taken, fulfilled or done in relation to the same;

k) *Foreign private issuer*. The Company is a "foreign private issuer" as defined under Rule 405 under the Securities Act.

l) *No conflict.* The issue and sale of the Securities, and the execution, delivery, performance of, and compliance with all of the provisions of the Operative Documents and the Offering Documents by the Company and the consummation of the transactions herein and therein contemplated will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the articles of association or other constituent documents of the Company or any of its subsidiaries or (iii) result in any violation of any applicable law or any order, rule or regulation of any court, central bank, stock exchange or governmental agency or body ("Governmental Agency") having jurisdiction over the Company or any of its subsidiaries or any of their properties, except in the case of subsections (i) and (iii) above, for any conflict, breach, default or violation that would not, individually or in the aggregate, have a Material Adverse Effect;

m) *Title to Securities.* (i) The Company has full power and authority to issue the Securities to be issued by the Company hereunder free and clear of all liens, encumbrances, claims or other third party rights; and (ii) upon delivery of such Securities and payment therefor, good and valid title to such Securities, free and clear of all liens, encumbrances, claims or other third party rights, will pass to the several Joint Bookrunners; (iii) the Securities will be freely transferable by the Company to or for the account of the several Joint Bookrunners and/or the initial subscribers thereof; and (iv) there are no restrictions on subsequent transfers of the Securities under the laws of The Netherlands or of the United States or Germany or the articles of association or other constituent documents of the Company except as described in the Offering Documents;

n) *Ranking of Securities.* The Securities will constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and rank *pari passu* and without any preference among themselves; and the payment obligations of the Company in respect of the Securities shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations;

o) *No violations.* Neither the Company nor any of its subsidiaries is (i) in violation of its articles of association or other constituent documents or (ii) in default in the performance or observance of any obligation, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound except, in the case of (ii), where such default or non-observance would not, individually or in the aggregate, have a Material Adverse Effect;

p) *No litigation*. Other than as set forth in the Public Disclosure, there are no legal or governmental proceedings or, to the knowledge of the Company, investigations pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by Governmental Authorities or threatened by others;

q) *Payments on Securities; no withholding tax*. All interest, principal and other payments due or made on the Securities (including any cash settlement upon conversion of the Securities) may, under the laws and regulations of The Netherlands as of the date hereof, be paid by the Company in U.S. dollars that may be freely transferred out of The Netherlands without the necessity of obtaining any Governmental Authorisation under the laws of The Netherlands as of the date hereof; no capital gains, income, withholding or other taxes will be payable to The Netherlands or any political subdivision or taxing authority thereof or therein in connection with such payments;

r) *Stamp and other taxes*. No stamp or other issuance or transfer taxes or duties and no capital gains, income, withholding or other taxes are payable by or on behalf of the Joint Bookrunners to The Netherlands or any political subdivision or taxing authority thereof or therein in connection with (A) the issuance, sale and delivery by the Company to or for the account of the Joint Bookrunners of the Securities; (B) the sale and delivery by the Joint Bookrunners of the Securities to the initial purchasers thereof; (C) the issuance and delivery of the Shares in settlement of the Company's obligations under the Warrant; or (D) the execution and delivery of this Agreement and the Indentures other than any Dutch tax imposed on or calculated by reference to the net income actually received or receivable by such Joint Bookrunner (but, for the avoidance of doubt, not including any sum deemed for purposes of Dutch tax to be received or receivable by such Joint Bookrunner but not actually received or receivable) under the laws of The Netherlands if (i) that Joint Bookrunner is treated as resident for Dutch tax purposes or if (ii) it is attributable to the Dutch branch office of such Joint Bookrunner;

s) *Permits and approvals*. The Company and each of its subsidiaries have all licenses, franchises, permits, authorizations, approvals and orders and other concessions of and from all Governmental Agencies that are necessary to own or lease their other properties and conduct their businesses as described in the Public Disclosure, except where the failure to have any such licenses, franchises, permits, authorizations, approvals and orders and other concessions would not, individually or in the aggregate, have a Material Adverse Effect;

t) *Stabilization and market abuse*. Neither the Company nor any of its subsidiaries has taken, directly or indirectly, any action which was designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities, or which is in violation of Directive 2003/6/EC (the "Market Abuse Directive") or any legislation passed thereunder.

u) *Exchange Act registration*. The Company is subject to Section 13 or 15(d) of the Exchange Act;

v) *Directed selling efforts.* None of the Company, its Affiliates, or any person acting on its or their behalf, has offered or sold the Securities by means of any "directed selling efforts" within the meaning of Rule 902 of Regulation S and the Company, any Affiliate and any person acting on its or their behalf has complied with Rule 903 of Regulation S;

w) *Offering restrictions.* The Company has implemented the necessary "offering restrictions" (as such term is defined in Regulation S under the Securities Act);

x) *No offers or sales*. None of the Company, its Affiliates (as such term is defined below), or any person acting on its or their behalf has, directly or indirectly, made offers or sales of, or solicited offers to buy, any

security under circumstances that would require the registration of the Securities under the Securities Act. For the purposes of this Agreement, the term "Affiliate" shall have the meaning set forth in Rule 501 of the Securities Act;

y) *No payments for solicitation.* The Company has not paid or agreed to pay to any person any compensation for soliciting another to purchase any securities of the Company (except as contemplated in this Agreement);

z) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Securities, will not be an "investment company", as such term is defined in the U.S. lnvestment Company Act of 1940, as amended (the "Investment Company Act");

aa) *Independent accountants.* Ernst & Young GmbH ("E&Y"), who have issued an audit report on certain consolidated historical financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements and schedules included in the Public Disclosure, are independent public accountants as required by the Securities Act and the Exchange Act and the rules and regulations of the Commission thereunder and the rules of the Public Company Accounting Oversight Board;

bb) *Financial statements.* The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries for the years ended December 31, 2013 and 2012 in the Public Disclosure present fairly in all material respects the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Securities Act and have been prepared in conformity with generally accepted accounting principles in the United States ("U.S. GAAP") applied on a consistent basis throughout the periods involved (except as otherwise noted therein); all disclosures contained in the Offering Documents regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act, to the extent applicable;

cc) *Internal and disclosure controls*. The Company and each of its consolidated subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included in the Public Disclosure fairly presents the information called for in all material respects. Since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company and each of its consolidated subsidiaries maintain an effective system of disclosure controls and procedures (as defined in Rule 13a‑15(e) under the Exchange Act) that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Company's management, including its principal executive officer or officers and principal financial officer or officers, as appropriate, to allow timely decisions regarding disclosure;

dd) *SOX compliance.* There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply in all material respects *with* any provision of the Sarbanes-

Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications;

ee) *Off-balance sheet financing*. Except as set forth in the Public Disclosure and any operating leases concluded in the ordinary course of business, neither the Company nor its subsidiaries have any material off-balance sheet financing and have not incurred any material liability or obligation, direct or contingent, nor entered into any material transaction not in the ordinary course of business;

ff) *Intellectual property.* The Company and each of its subsidiaries own or possess adequate rights to use its trademarks, trade names, patents, service mark registrations, technology, know-how, copyrights, confidential information and other intellectual property ("Intellectual Property") necessary for the conduct of their respective businesses, except as would not have a Material Adverse Effect; to the knowledge of the Company after due inquiry, neither the Company nor any of its subsidiaries is infringing or otherwise violating any such rights of others, except for such violations or infringements as would not, individually or in the aggregate, have a Material Adverse Effect; and the Company and each of its subsidiaries have no reason to believe that the conduct of their respective businesses will conflict with, and have not received any notice of any claim of conflict or infringement with, any such rights of others except for such violation which would not have a Material Adverse Effect;

gg) *Sanctions.* None of the Company, any of its subsidiaries or any director, officer or, to the knowledge of the Company, agent or employee of the Company or its subsidiaries (a) is an individual or entity ("Person") that is (i) the target of any U.S. economic sanctions (including those administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of Commerce, or the U.S. Department of State) or similar sanctions imposed by the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other international or multi-national sanctions authority or otherwise prohibited under the laws of the Netherlands or (collectively, "Sanctions", and each such person, a "Sanctioned Person"), or (ii) located, organised, or resident in a country or territory that is the subject of Sanctions that broadly prohibit dealings with that country or territory (currently Cuba, Iran, Sudan, and Syria) (a "Sanctioned Country") or (iii) owned or controlled by, or acting on behalf of, a Person identified in (i) or (ii); and none of them will, directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of or with any person with whom dealings are currently prohibited under any Sanctions or in any other manner, in each case as would result in a violation of Sanctions or constitute sanctionable conduct by any person (including any person participating in the transaction whether as underwriter, advisor, investor or otherwise);

hh) *Anti-bribery.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or controlled affiliate of the Company or any of its subsidiaries has violated (i) any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977 and the applicable rules and regulations promulgated thereunder; (ii) any applicable provisions of the U.K. Bribery Act 2010 and the applicable rules and regulations promulgated thereunder; or (iii) similar anti-corruption laws of all other applicable *jurisdictions*; and the Company, its subsidiaries and, to the knowledge of the Company, its controlled affiliates have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with applicable anti-bribery laws;

ii) *No unlawful gifts.* Neither the Company nor any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) caused the *Company* or any of its subsidiaries to be in violation of any provision of any applicable national or local law regulating payments to government officials or employees; or (iv) made any unlawful payments; and

jj) *Anti-money laundering.* The operations of the Company and its subsidiaries and, so far as the Company is aware, each of its and their Affiliates are and have been conducted at all times in compliance with the money laundering statutes of all jurisdictions to which the Company *and* its subsidiaries, and each of its and their Affiliates, are subject and any related rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit, or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending, or to the knowledge of the Company, threatened.

2. Purchase and Sale. a) Subject to the terms and conditions herein set forth, (i) the Company agrees to issue and sell the Securities to each of the Joint Bookrunners, and each of the Joint Bookrunners agrees, severally and not jointly, to purchase the principal amounts of the 2019 Notes and the 2021 Notes set forth opposite the name of such Joint Bookrunner in Schedule 1 hereto from the Company, at a purchase price of 100% of the principal amount thereof.

b) The Company will pay a combined underwriting and management fee of 1.0% of the gross proceeds of the offering of the Securities to the Joint Bookrunners. In addition, the Company may, in its sole discretion, pay an incentive fee of up to 0.5% of the gross proceeds of the offering of the Securities to the Joint Bookrunners. All such fees (except the incentive fee to the extent determined by the Company after the time at which the Joint Bookrunners make payment of the purchase price of the Securities at the Time of Delivery as provided in Section 4 below) will, at the Joint Bookrunners' discretion, either be deducted from the purchase price for the Securities to be paid by the Joint Bookrunners at the Time of Delivery as provided in Section 4 below or paid by the Company in immediately available funds at the Time of Delivery to the account or accounts specified by the Joint Bookrunners in writing to the Company. The incentive fee, to the extent determined by the Company after the time at which the Joint Bookrunners make payment as provided in Section 4 below, will be paid by the Company in immediately available funds to the account or accounts specified by the Joint Bookrunners in writing to the Company.

c) The Company acknowledges and agrees that the Joint Bookrunners may offer and sell the Securities to or through any affiliate of a Joint Bookrunner and that any such affiliate may offer and sell any of the Securities purchased by it to or through any Joint Bookrunner.

3. Offering by Joint Bookrunners. Upon the authorization by you of the release of the Securities, the several Joint Bookrunners propose to offer the Securities for sale upon the terms and conditions set forth in this Agreement. Each Joint Bookrunner hereby represents and warrants to, and agrees with the Company that it will offer and sell the Securities only upon the terms and conditions set forth in Annex I to this Agreement.

4. Delivery and Payment. a) The Securities will initially be represented by one or more global notes in registered form without interest coupons attached (the "Global Notes"). Such Global Notes will be deposited with, or on behalf of, a nominee for Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking, *société anonyme* ("Clearstream") and shall be delivered at the Time of Delivery (as defined below) by or on behalf of the Company to each Joint Bookrunner against payment by or on behalf of such Joint Bookrunner of the purchase price therefor, by wire transfer in immediately available funds to an account specified by the Company, by causing Euroclear and Clearstream to credit the Securities to the accounts of each Joint Bookrunner at Euroclear and/or Clearstream, as applicable. The Joint Bookrunners shall be entitled to offset from the payment of the purchase price for the Securities the fees specified in Section 2 (except, for the avoidance of doubt, the incentive fee specified therein to the extent determined by the Company after the Time of Delivery), and all other costs and expenses which the Company agreed to pay pursuant to Section 6 of this Agreement.

b) The time and date of such delivery and payment shall be, with respect to the Securities, 12:00 p.m., London time, on March 19, 2014 or such other time and date as the Joint Bookrunners and the Company may jointly designate (the "Time of Delivery").

c) The Joint Bookrunners shall not be under any obligation to the Company for any delay in the Time of Delivery or the issue of the Global Notes representing the Securities provided that the Joint Bookrunners have complied with their obligations hereunder.

d) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 7 hereof, including the Securities, the cross-receipt for the Securities and any additional documents requested by the Joint Bookrunners pursuant to Section 7 hereof, will be delivered at such time and date at the offices of Cleary Gottlieb Steen & Hamilton LLP, 55 Basinghall Street, London EC2V 5EH, England (the "Closing Location"), and the Securities will be delivered at the Closing Location, all at the Time of Delivery. A meeting will be held in-person and/or by telephone on the day preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto.

5. Undertakings. The Company agrees with the Joint Bookrunners:

a) If at any time prior to payment of the purchase price of the Securities at the Time of Delivery, any event shall have occurred as a result of which the Public Disclosure, as then amended and supplemented, would include an untrue statement of a material fact or omit to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect or if for any other reason it shall be necessary to amend or supplement the Company's Public Filings, to promptly notify the Joint Bookrunners and to prepare and publish such announcements as may be agreed with the Joint Bookrunners which will correct such statement or omission;

b) Promptly from time to time to take such action as the Joint Bookrunners may reasonably request, consistent with the terms and conditions set forth in Annex I to this Agreement, to qualify the Securities for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

c) During the period beginning from the date hereof and continuing to the date 90 days after the Time of Delivery: (i) not to use, authorise, approve or refer to any written communication that constitutes an offer to sell or a solicitation of an offer to buy the Securities without having first furnished the Joint Bookrunners a copy of such written communication for review or if the Joint Bookrunners reasonably object; and (ii) not to make any other public announcements or disclosures regarding the issue, offering and placement of the Securities without, to the greatest extent legally possible, first having consulted with the Joint Bookrunners and taken into account any comments reasonably made;

d) During the period beginning from the date hereof and continuing to the date 90 days after the Time of Delivery not to offer, sell, contract to sell or otherwise dispose of, except as provided hereunder any securities of the Company that are substantially similar to the Securities or the Shares, including but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, Shares or any such substantially similar securities (other than pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement), make any short sale, engage in any hedging or other transaction that is designed to or that reasonably could be expected to lead to or result in a sale or disposition (even if such disposition would be by someone other than the

Company), or enter into a transaction with similar economic effect, or publicly announce the intention to do any of the foregoing, in each case, without the prior written consent of the Joint Bookrunners; provided however that the foregoing shall not apply to securities issued or delivered in the context of acquisitions or joint ventures, provided further that the transferee of such securities agrees in writing to be bound by the terms of this subsection 5(d) or the entry into the transactions contemplated by the Offering Documents or the Hedge and Warrant Documents;

e) Not to do or authorize any act or thing on or after the date hereof and prior to the Time of Delivery that would, had any Securities then been outstanding, have resulted in an adjustment of the conversion rate of the Securities;

f) To assist the Joint Bookrunners and use commercially reasonable efforts to permit the offered Securities to be eligible for clearance and settlement through Euroclear and Clearstream and to use its reasonable best efforts to maintain such eligibility for so long as the Securities remain outstanding;

g) During a period of five years from the Time of Delivery, to furnish to you copies of all reports or other communications (financial or other) furnished to shareholders of the Company, and to deliver to you soon as practicable after they are available and consistent with the Company's obligations under the Exchange Act, copies of any reports and financial statements furnished to or filed with the Commission or any securities exchange on which any class of securities of the Company is listed; provided that for so long as the Company is subject to the reporting requirements of Section 13 of 15(d) of the Exchange Act, the terms of this Section 5(g) shall be deemed to have been complied with upon the filing or furnishing of such information on EDGAR; provided further that the terms of this Section 5(g) shall also be deemed to have been complied with if such information is disseminated in a manner that constitutes "public disclosure" within the meaning of Regulation FD;

h) None of the Company, its Affiliates, or any other person acting on its or their behalf will engage in any directed selling efforts in relation to the Securities within the meaning of Regulation S, and all such persons will comply with the offering restrictions requirement of Regulation S in relation to the Securities;

i) Not to (and to cause its subsidiaries not to) take, directly or indirectly, any action until the completion of the distribution of the Securities which is designed to or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities or the Shares;

j) None of the Company, its Affiliates, or any other person acting on its or their behalf will, directly or indirectly, make offers or sales of any security, or solicit offers to buy any security, under circumstances that would require the registration of the Securities under the Securities Act;

k) To take all necessary actions to have the Securities quoted on the Open Market within one (1) month of the Time of Delivery; and to use reasonable endeavours to obtain and thereafter to maintain a listing of the Securities on such other suitable stock exchange as it may (with the approval of the Joint Bookrunners) decide if the Company at any time determines that it can no longer reasonably comply with the requirements for quotation of the Securities on the Open Market, and if maintenance of such quotation on the Open Market becomes in the opinion of the Company unduly onerous;

l) To use the net proceeds received by it from the issue of the Securities in the manner specified in the Offering Documents;

m) To effect and to use reasonable efforts to maintain the listing of the Shares issued in settlement of the Company's obligations under the Warrant on a Relevant Exchange; and

n) To execute on or before the Time of Delivery any Operative Document not then executed.

6. Expenses and taxes. a) The Company covenants and agrees with the Joint Bookrunners that it will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the issue of the Securities and all other expenses in connection with the preparation, printing and filing of the Offering Documents and any amendments and supplements thereto and the mailing and delivering of copies thereof to the Joint Bookrunners; (ii) the cost of printing or reproducing Operative Documents and Offering Documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) the cost of preparing the Securities and the Global Notes and other certificates of the Securities, including any stamp or other issuance or transfer taxes or duties; (iv) the fees and expenses of the Trustee and any agent of the Trustee, and any paying, conversion and transfer agent, calculation agent, or registrar and the fees and disbursements of counsel for the Trustee, as well as any paying, conversion and transfer agent, calculation agent, or registrar in connection with the Indentures and the Securities; (v) all expenses and taxes arising as a result of the issuance, sale and delivery of the Securities, of the sale and delivery of the Securities by the Joint Bookrunners to the initial purchasers thereof in the manner contemplated under this Agreement or as a result of any other action contemplated herein, including, in any such case, any Dutch income, capital gains, withholding, transfer or other tax asserted against the Joint Bookrunners by reason of the purchase and sale of the Securities pursuant to this Agreement or any such other action; (vi) any costs incurred in connection with the listing of the Securities for trading; (vii) all other costs and expenses incident to the performance of the Company's obligations under the Operative Documents which are not otherwise specifically provided for in this section 6 and (viii) all out of pocket expenses of the Joint Bookrunners, including the fees and disbursements of the Joint Bookrunners' counsel in connection with the transactions contemplated hereby, and, in relation to the fees of the Joint Bookrunners' counsel, to the extent of estimates of such counsel fees have been previously approved by the Company.

b) The Company will indemnify and hold harmless the Joint Bookrunners against any stamp or other issuance or transfer taxes or duties or capital gains, income, withholding or other taxes payable by or on behalf of the Joint Bookrunners, including any interest and penalties, in The Netherlands or in any other jurisdiction in connection with (A) the issuance, sale and delivery by the Company to or for the account of the Joint Bookrunners of the Securities; (B) the sale and delivery by the Joint Bookrunners of the Securities to the initial purchasers thereof; (C) the issuance and delivery of the Shares in settlement of the Company's obligations under the Warrant; or (D) the execution and delivery of this Agreement and the Indentures other than any income tax that may be levied on the income of any Joint Bookrunner if the income of such Joint Bookrunner is subject to Dutch tax and the withholding, if any, with respect to such income.

7. Conditions. The obligations of the Joint Bookrunners hereunder shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of the Time of Delivery, true and correct, the condition that the Company shall have performed in all material respects all of their respective obligations hereunder theretofore to be performed, and the following additional conditions:

a) Cleary Gottlieb Steen & Hamilton LLP, U.S. counsel to the Joint Bookrunners, shall have furnished to the Joint Bookrunners written opinions, dated the Time of Delivery, in form and substance satisfactory to the Joint Bookrunners;

b) Clifford Chance LLP, Dutch counsel to the Joint Bookrunners, shall have furnished to the Joint Bookrunners written opinions, dated the Time of Delivery, in form and substance satisfactory to the Joint Bookrunners;

c) Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., U.S. counsel to the Company, shall have furnished to the Joint Bookrunners written opinions, dated the Time of Delivery, in form and substance satisfactory to the Joint Bookrunners and substantially to the effect set out in Annex II;

d) De Brauw Blackstone Westbroek, Dutch counsel to the Company, shall have furnished to the Joint Bookrunners written opinions, dated the Time of Delivery, in form and substance satisfactory to the Joint Bookrunners and substantially to the effect set out in Annex III;

e) Since the date of the most recent audited consolidated financial statements of the Company included in the Public Disclosure, on or after the date hereof and as of the Time of Delivery, (i) neither the Company nor any of its subsidiaries shall have sustained any loss or interference with its business, including but not limited to any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth in subsequent Public Disclosure, and (ii) there has not been any payment of any dividend, capital reduction or other distribution, or any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of the Company and its subsidiaries taken as a whole the effect of which, in any such case described in subsection (i) or (ii), is in the judgment of the Joint Bookrunners so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Securities on the terms and in the manner contemplated in the Offering Documents;

f) No event shall have occurred which would require notice or information to be given by the Company to the Joint Bookrunners under subsection 5(a) since the date of this Agreement;

g) The Company and the other parties thereto, other than the Joint Bookrunners, shall have executed the Operative Documents;

h) The Company shall not have done or authorized any act or thing that would, had any Securities then been outstanding, have resulted in an adjustment of the conversion rate of the Securities, since the date of this Agreement;

i) The Company shall have furnished or caused to be furnished to you at the Time of Delivery certificates of a managing director of the Company satisfactory to you as to the accuracy of the representations and warranties of the Company herein at and as of such Time of Delivery, as to the performance in all material respects by the Company of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections 7(e) and 7(f) and as to such other matters as you may reasonably request.

8. Indemnity. a) The Company (the "indemnifying party") will indemnify and hold harmless each Joint Bookrunner and each person, if any, who controls any Joint Bookrunner within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act 1934 and each Joint Bookrunner's and each such person's Affiliates, and each Joint Bookrunner's and each of such person's respective directors, officers, employees and agents (each an "indemnified party") (i) against any loss, claim, damage or liability (in each case, "Loss"), joint or several, to which such indemnified party may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such Loss (or actions in respect thereof) arises out of or is based upon an untrue statement or alleged untrue statement of a material fact contained in Company's Public Disclosure or any Offering Document, or any amendment or supplement thereto, or arises out of or is based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading in light of the circumstances in which they were made, and will reimburse each indemnified party for any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim as such expenses are incurred; and (ii) against any Loss, joint or several, to which such indemnified party may become

subject insofar as such Loss (or actions in respect thereof) arises out of or are based upon the performance by the Joint Bookrunners of their obligations and services contemplated in this Agreement (including, without limitation and for avoidance of doubt, any Loss arising from the use of the Offering Documents in the manner envisaged herein), provided that the indemnity in this subsection 8(a) shall not apply to any Loss if and then only to the extent such Loss is finally judicially determined by a court of competent jurisdiction to have arisen as a result of the fraud, gross negligence or wilful default of such indemnified party.

b) Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses (except as provided below in this subsection), in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the contrary; (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party; (iii) the indemnified party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential different interests between them. It is understood and agreed that the indemnifying party shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for each indemnified party, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any indemnified party shall be designated in writing by the indemnified party and any such separate firm for the indemnifying party shall be designated in writing by the indemnifying party.

c) The indemnifying party shall not, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

d) If the indemnification provided for in this section 8 is unavailable to or insufficient to hold harmless an indemnified party in respect of any Loss (or actions in respect thereof), then the indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such Loss (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Joint Bookrunners on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give

the notice required under subsection 8(b) above, then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Joint Bookrunners on the other in connection with the statements or omissions which resulted in such Losses (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Joint Bookrunners on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total management, underwriting and incentive fees received by the Joint Bookrunners, in each case as set forth in this Agreement. The Company and the Joint Bookrunners agree that it would not be just and equitable if contribution pursuant to this subsection 8(d) were determined by *pro rata* allocation (even if the Joint Bookrunners were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection 8(d). The amount paid or payable by an indemnified party as a result of the Loss (or actions in respect thereof) referred to above in this subsection 8(d) shall be deemed to include any unreimbursed legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim.

e) The obligations of the Company under this Section 8 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Joint Bookrunner within the meaning of the Securities Act.

9. Default by Joint Bookrunner. a) If any Joint Bookrunner shall, at any Time of Delivery, default in its obligation to purchase the Securities which it has agreed to purchase at such time hereunder, you may in your discretion arrange for you or, subject to the approval of the Company, another party or other parties to purchase such Securities on the terms contained herein. If within thirty-six hours after such default by any Joint Bookrunners you do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Securities on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Securities, or the Company notifies you that it has so arranged for the purchase of such Securities, you or the Company shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in any documents or arrangements which in your reasonable opinion may thereby be made necessary. The term "Joint Bookrunners" as used in this Agreement shall include any person substituted under this section 9 with like effect as if such person had originally been a party to this Agreement with respect to such Securities.

b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Joint Bookrunner by you and the Company as provided in subsection 9(a) above, the aggregate principal amount of such Securities which remains unpurchased does not exceed one-tenth of the aggregate principal amount of all the Securities to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Joint Bookrunner to purchase the principal amount of Securities which such Joint Bookrunner agreed to purchase hereunder and, in addition, to require each non-defaulting Joint Bookrunner to purchase its *pro rata* share (based on the principal amount of Securities which such Joint Bookrunners agreed to purchase hereunder) of the Securities of such defaulting Joint Bookrunner for which such arrangements have not been made; but nothing herein shall relieve a defaulting Joint Bookrunner from liability for its default.

c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Joint Bookrunner by you and the Company as provided in subsection 9(a) above, the aggregate principal amount of Securities which remains unpurchased exceeds one-tenth of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in subsection 9(b) above to require non-defaulting Joint

Bookrunners to purchase Securities of a defaulting Joint Bookrunner or Joint Bookrunners, then this Agreement shall thereupon terminate, without liability on the part of the non-defaulting Joint Bookrunner or the Company, except as provided in section 12 hereof.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Joint Bookrunners by notice given to the Company prior to the Time of Delivery. If at any time prior to such time, there has occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange, NASDAQ, Euronext Amsterdam, the Frankfurt Stock Exchange, and/or the London Stock Exchange; (ii) a suspension or material limitation in trading in the Company's securities on NASDAQ or the Frankfurt Stock Exchange; (iii) a general moratorium on commercial banking activities in New York, London, Amsterdam or Frankfurt declared by the relevant authorities, or a material disruption in commercial banking or securities settlement or clearance services in the United States, the United Kingdom or The Netherlands or Germany; (iv) a change or development involving a prospective change in Dutch taxation affecting the Company, the Securities or the transfer thereof; (v) the outbreak or escalation of hostilities involving the United States, United Kingdom, The Netherlands or Germany or the declaration by the United States or any Member State of the European Union of a national emergency or war or (vi) the occurrence of any other calamity or crisis, including an act of terrorism, or any change in financial, political or economic conditions or currency exchange rates or controls in the United States any Member State of the European Union, if the effect of any such event in the sole judgment of the Joint Bookrunners makes it impracticable or inadvisable to proceed with the offering or the delivery of the Securities.

11. Survival. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Joint Bookrunners, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Joint Bookrunner or any controlling person of any Joint Bookrunner, or the Company, or any officer or director or controlling person of the Company and shall survive delivery of and payment for the Securities. For the avoidance of doubt, the provisions of this section 11 and of sections 6 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Expenses following termination. If this Agreement shall be terminated pursuant to section 10 hereof, the Company shall then be under no further liability to you except as provided in section 8 hereof. If this Agreement shall otherwise be terminated for any reason, and the Securities are not delivered by or on behalf of the Company as provided herein, the Company shall then be under no further liability to you except as provided in sections 6 and 8 hereof provided that nothing herein shall relieve a defaulting Joint Bookrunner from liability for its default.

13. Notices. All statements, requests, notices and agreements hereunder shall be in writing and shall be delivered or sent by mail or facsimile transmission:

i. if to the Joint Bookrunners, to:

Barclays Bank PLC

5 The North Colonnade

London E14 4BB

Fax: +44 (0) 20 7516 3404

Attention: ECM Syndicate Desk

Deutsche Bank AG, London Branch

Winchester House

1 Great Winchester Street

London EC2N 2DB

United Kingdom

Tel.: +44 20 7545 8000

Fax: +44 20 7545 4455

Attention. Syndicate Desk;

Goldman Sachs International

Peterborough Court

133 Fleet Street

London EC4A 2BB

Fax: +44 (0) 20 7224 1550;

Attention: Equity Capital Markets; and

J.P. Morgan Securities plc

25 Bank Street

Canary Wharf

London, E14 5JP

Fax: +44 (0) 20 3493 1453

Email: ECM_-_Europe_Syndicate_Desk@jpmorgan.comAttention: Equity Syndicate Desk; and

ii. if to the Company, to

QIAGEN NV

Spoorstraat 50

5911 KJ Venlo

The Netherlands

Email: thomas.neidert@QIAGEN.com and Philipp.Hugo@QIAGEN.com

Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

14. Parties in Interest. This Agreement shall be binding upon, and inure solely to the benefit of, the Joint Bookrunners, the Company and, to the extent provided in sections 8 and 12 hereof, the officers and directors of the Company and each person who controls the Company or the Joint Bookrunners, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by

virtue of this Agreement. No purchasers of any of the Securities from the Joint Bookrunners shall be deemed a successor or assign by reason merely of such purchase.

15. Disputes. The Company irrevocably (i) agrees that any legal suit, action or proceeding against the Company brought by any Joint Bookrunner or by any person who controls any Joint Bookrunner arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in any court of the federal courts of the United States located in the City and County of New York or the courts of the State of New York located in the City and County of New York (each, a "New York Court"), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding and (iii) submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The Company has appointed Corporation Service Company, New York, New York, as its authorized agent (the "Authorized Agent") upon whom process may be served in any such action arising out of or based on this Agreement or the transactions contemplated hereby which may be instituted in any New York Court by any Joint Bookrunner or by any person who controls any Joint Bookrunner, expressly consents to the jurisdiction of any such court in respect of any such action, and waives any other requirements of or objections to personal jurisdiction with respect thereto. Such appointment shall be irrevocable. The Company represents and warrants that the Authorized Agent has agreed to act as such agent for service of process and agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect as aforesaid. Service of process upon the Authorized Agent and written notice of such service to the Company shall be deemed, in every respect, effective service of process upon the Company.

16. Judgment Currency. In respect of any judgment or order given or made for any amount due hereunder that is expressed in United States dollars and paid in a currency (the "judgment currency") other than United States dollars, the Company will indemnify each Joint Bookrunner against any loss incurred by such Joint Bookrunner as a result of any variation as between (i) the rate of exchange at which the United States dollar amount is converted into the judgment currency for the purpose of such judgment or order and (ii) the rate of exchange at which a Joint Bookrunner would be able to purchase United States dollars with the amount of judgment currency actually received by such Joint Bookrunner on the day such funds are received by such Joint Bookrunner based on the applicable foreign exchange rate published in the eastern edition of the *Wall Street* Journal under the heading "Money Rates". The foregoing indemnity shall constitute a separate and independent obligation of the Company and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into United States dollars.

17. Arm's-Length Transaction. The Company acknowledges and agrees that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Joint Bookrunners, on the other, (ii) in connection therewith and with the process leading to such transaction each Joint Bookrunner is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Joint Bookrunner has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Joint Bookrunner has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Joint Bookrunners, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

18. Time of Essence. Time shall be of the essence of this Agreement.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

20. Counterparts. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

21. Disclosure for U.S. federal income tax purposes. The Company is authorized, subject to applicable law, to disclose any and all aspects of this potential transaction that are necessary to support any U.S. federal income tax benefits expected to be claimed with respect to such transaction, and all materials of any kind (including tax opinions and other tax analyses) related to those benefits, without the Joint Bookrunners imposing any limitation of any kind.

22. Amendments or Waivers. No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

23. Headings. The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

24. Waiver of Jury Trial. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR PROCEEDING RELATED TO OR ARISING OUT OF THIS ENGAGEMENT OR ANY TRANSACTION OR CONDUCT IN CONNECTION HEREWITH, IS WAIVED.

If the foregoing is in accordance with your understanding, please sign and return to us five counterparts hereof, and upon the acceptance hereof by you shall constitute a binding agreement between the Joint Bookrunners and the Company.

Very truly yours,

QIAGEN N.V.

By: /s/ Thomas Neidert
Name: Thomas Neidert
Title: Authorized Signatory

Accepted as of the date hereof:

BARCLAYS BANK PLC

By: /s/ Steven R. Helperin
Name: Steven R. Helperin
Title: Managing Director

DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Frank Kenely
Name: Frank Kenely
Title: Managing Director

By: /s/ Saadi Soudaum
Name: Saadi Soudaum
Title: Managing Director

GOLDMAN SACHS INTERNATIONAL

By: /s/ Celine Assouline
Name: Celine Assouline
Title: Managing Director

J.P. MORGAN SECURITIES PLC

By: /s/ Alex Large
Name: Alex Large
Title: Managing Director

SCHEDULE I

Joint Bookrunners	**Aggregate principal amount of Securities (U.S.$)**	
	2019 Notes	2021 Notes
Barclays Bank PLC	107,500,000	75,000,000
Deutsche Bank AG, London Branch	107,500,000	75,000,000
Goldman Sachs International	107,500,000	75,000,000
J.P. Morgan Securities plc	107,500,000	75,000,000
Total	430,000,000	300,000,000

ANNEX I

1. The Securities have not been and will not be registered under the Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Act or pursuant to an exemption from the registration requirements of the Act. Each of the Joint Bookrunners, severally but not jointly, represents that it has not offered and sold the Securities, and will not offer and sell the Securities (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the Time of Delivery, only in accordance with Rule 903 of Regulation S under the Act. Accordingly, each of the Joint Bookrunners agrees that neither it, its affiliates nor any persons acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Securities.

2. Each of the Joint Bookrunners has complied and will comply with the offering restrictions requirement of Regulation S.

3. Each of the Joint Bookrunners shall have, at or prior to the confirmation of sale of Securities, sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Securities from it during the distribution compliance period (within the meaning of Regulation S) a confirmation or notice to substantially the following effect:

   "The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "Act") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the date of closing of the offering, except in either case in accordance with Regulation S under the Act. Terms used in this paragraph have the meanings given to them by Regulation S."

4. Terms used in this paragraph have the meanings given to them by Regulation S.

5. Each of the Joint Bookrunners further agrees that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of the Securities, except with its affiliates or with the prior written consent of the Company.

ANNEX II

[*Agreed form Mintz Levin opinion*]

ANNEX III

[*Agreed form De Brauw opinion*]

Exhibit 2.6

PURCHASE AGENT AGREEMENT

March 12, 2014

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB
United Kingdom

J.P. Morgan Securities PLC
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

(each a "Purchase Agent", and together the "Purchase Agents")

Ladies and Gentlemen:

QIAGEN Euro Finance (Luxembourg) S.A., a Luxembourg corporation (the "Purchaser") and a wholly-owned subsidiary of QIAGEN N.V., a Dutch corporation (the "Company"), intends to invite holders of its outstanding U.S.$300,000,000 3.25% Senior Convertible Notes due 2026 (ISIN: XS0254367179) (the "2026 Notes") that are eligible to participate in the Invitation (as defined below) pursuant to the Invitation to Sell Term Sheet (the "Invited Holders") to sell their 2026 Notes (the "Invitation").

The Purchaser has caused to be prepared and furnished to the Purchase Agents prior to the date hereof an "Invitation to Sell" term sheet, dated March 12, 2014 (the "Invitation

to Sell Term Sheet"), substantially in the form of Exhibit A, for use in connection with the Invitation. The Company additionally (i) has issued a press release on the date hereof announcing the Invitation (the "Launch Release") and (ii) intends to issue a press release on the date hereof announcing the expiry, and the preliminary results, of the Invitation (the "Pricing Release"). The Invitation to Sell Term Sheet, the Launch Release and the Pricing Release, and any other press releases or announcements to be made by or on behalf of the Company in relation to, as well as other written material expressly approved by the Company for use in connection with, the Invitation, are referred to herein collectively as the "Invitation Materials."

1. Appointment. (a) Each Purchase Agent is hereby appointed to act as an agent for the Purchaser in connection with the Invitation, and is authorized to act on the Purchaser' behalf in accordance with this agreement (the "Agreement"). In that capacity, each Purchase Agent agrees (i) in accordance with its customary practice, to use commercially reasonable efforts to identify Invited Holders and to present the Invitation to them on behalf of the Purchaser (including by making electronic copies of the Invitation to Sell Term Sheet available to Invited Holders); (ii) to assist the Purchaser in determining the applicable purchase consideration to Invited Holders accepting the Invitation; (iii) provide assistance as and when reasonably requested by the Purchaser in relation to any decision to extend, re-open, amend, waive any condition of or terminate the Invitation; and (iv) to provide such other assistance and undertake such other duties in connection with the Invitation as are customary for comparable transactions and that have been agreed between the Purchaser and the Purchase Agents (but subject in all cases to compliance with applicable laws).

(b) The Invitation to Sell Term Sheet has been approved by the Purchaser for use by the Purchase Agents in connection with the Invitation (but subject in all cases to compliance with applicable laws). The Purchase Agents are authorized to use copies of the Invitation to Sell Term Sheet in accordance with the terms and conditions of this Agreement without assuming any responsibility for independent investigation or verification on their part.

(c) In acting under this Agreement and in connection with the Invitation, the Purchase Agents shall act solely as agents of the Purchaser and will not assume any obligations towards, or relationship of agency or trust for or with, the holders of the 2026 Notes or any other person.

(d) Each Purchase Agent may, in its sole discretion, continue to own or dispose of, in any manner it may elect, any 2026 Notes it may at the date of this Agreement hold or thereafter acquire for its own account or the account of others (but subject in all cases to compliance with applicable laws) and, in particular, no Purchase Agent has an obligation to the Purchaser or the Company pursuant to this Agreement, or otherwise, to accept or not accept the Invitation in respect of any 2026 Notes beneficially owned by it.

2. Representation and warranties of the Purchaser and the Company. Each of the Purchaser and the Company, acting jointly and severally, represents and warrants to, and/or, as applicable, agrees with, each Purchase Agent, that as of the date hereof and at all times from the date hereof until the Settlement Date (as defined below):

(a) the Company has made public all information required to be made public by applicable law and regulation;

(b) the Company is the beneficial owner of the entire issued share capital of the Purchaser;

(c) each of the Purchaser and the Company has or will have arranged that sufficient funds are available to enable it to make full payment for the 2026 Notes validly purchased pursuant to the Invitation to Deutsche Bank AG, London Branch, in its capacity as settlement agent (in such capacity, the "Settlement Agent"), for settlement with accepting Invited Holders (or to such other account or accounts for such settlement as the Purchase Agents may specify); and that each such 2026 Note purchased will be cancelled and retired upon its delivery to the Purchaser;

(d) it has been duly incorporated and is validly existing, and is, in case of the Purchaser, in good standing, under the laws of its jurisdiction of incorporation; it and each of its subsidiaries has power and authority (corporate or other) to own, lease and operate its properties and conduct its business, and has been duly qualified as a foreign corporation for the transaction of business, if required, and is, where appropriate, in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, other than where the failure to have such power or be so qualified or, where appropriate, in good standing would not have a material adverse effect on the making of the Invitation, the purchase of 2026 Notes (or the making of payment for such purchased 2026 Notes) pursuant to the Invitation or the performance of or compliance with this Agreement or the Invitation Materials or the consummation of any of the transactions contemplated hereby or thereby (a "Material Adverse Effect");

(e) it has the requisite power and authority (corporate and otherwise) and it has taken all necessary action (corporate or otherwise, including, without limitation, the obtaining of any consent or licence or the making of any filing or registration) or thing required to be taken, fulfilled or done to authorize the making of the Invitation, the purchase of 2026 Notes (and the making of payment for such purchased 2026 Notes) pursuant to the Invitation and the performance of or compliance with this Agreement or the Invitation Materials and the consummation of any of the transactions contemplated hereby or thereby; this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and legally binding agreement, enforceable in accordance with its terms;

(f) the making of the Invitation, the purchase of 2026 Notes (and the making of payment for such purchased 2026 Notes) pursuant to the Invitation and the performance of or compliance with this Agreement or the Invitation Materials and the consummation of any of the transactions contemplated hereby or thereby will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound or to which any of its or any of its subsidiaries' property or assets is subject, (ii) result in any violation of the provisions of its or any of its subsidiaries' articles of association or other constituent documents or (iii)

result in any violation of any applicable law, regulation, statute or any order, rule or regulation of any court, central bank, stock exchange or governmental agency or body ("Governmental Agency") having jurisdiction over it or any of its subsidiaries or any of their properties, except in relation to subsections (i) and (iii) as would not have a Material Adverse Effect;

(g) no event has occurred or circumstance arisen which would constitute an Event of Default (as defined in the terms and conditions of the 2026 Notes) under the 2026 Notes or which, with the giving of notice or the lapse of time or other condition would constitute an Event of Default thereunder;

(h) neither the Company nor any of its subsidiaries is aware of any fact or circumstance (other than as envisaged by, and disclosed in, the Invitation Materials) which, if made public, might reasonably be expected to have a significant effect on the price or value of the 2026 Notes;

(i) the Invitation Materials are true and accurate in all material respects and include a fair and accurate summary of the terms of the Invitation; and all expressions of opinion, intention or expectation contained in such documents are truly and honestly held and have been made on reasonable grounds after due and careful consideration and enquiry;

(j) neither the Company nor any of its subsidiaries has taken, directly or indirectly, any action which was designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of 2026 Notes, or which might be in violation of Directive 2003/6/EC or any legislation passed thereunder;

(k) there are no legal or governmental proceedings or, to the Company's knowledge, investigations pending to which it or any of its subsidiaries is a party or of which any of its or and of its subsidiaries' property is the subject which, if determined adversely to it or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect; and, to the best of its knowledge, no such proceedings are threatened or contemplated by Governmental Authorities or threatened by others;

(l) neither it nor any of its subsidiaries is in violation of its articles of association or other constituent documents or in default in the performance or observance of any obligation, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound except where such default or non-observance would not, individually or in the aggregate, have a Material Adverse Effect;

(m) neither it nor any of its affiliates has paid or agreed to pay to any person any compensation for the solicitation of acceptances from Invited Holders pursuant to either of the Invitations (except pursuant to the Invitation);

(n) neither it nor any of its affiliates has taken, directly or indirectly, any action designed to cause or to result in, or that has constituted or that might reasonably be expected to

constitute, the stabilization or manipulation of the price of any security to facilitate the Invitation or to encourage Invited Holders to tender the 2026 Notes pursuant to the Invitation; and

(o) no stamp or other issuance or transfer taxes or duties and no capital gains, income, withholding or other taxes are payable by or on behalf of the Purchase Agents to The Netherlands, Luxembourg or any political subdivision or taxing authority thereof or therein in connection with the making of the Invitation, the purchase of 2026 Notes (and the making of payment for such purchased 2026 Notes) pursuant to the Invitation and the entry into, performance of or compliance with this Agreement or the Invitation Materials and the consummation of any of the transactions contemplated hereby or thereby (other than any income tax that may be levied on the income of any Purchase Agent if the income of such Purchase Agent is subject to Dutch or Luxembourg tax and the withholding, if any, with respect to such income).

3. Conditions to the obligations of the Purchase Agents. Each Purchase Agent's obligation to act as a Purchase Agent with respect to the Invitation shall at all times be subject to the conditions that:

(a) all statements by the Purchaser and the Company contained herein (including but not limited to the representations, warranties and undertakings) are now, and at all times during the period of the Invitation shall be true and correct, it being understood that each of the Purchase Agent's agreeing to act, or continuing to act, as Purchase Agent at a time when it knows or should know that any such statement is or may be untrue or incorrect in a material respect shall be without prejudice to its right subsequently to cease so to act by reason of such untruth or incorrectness;

(b) the Invitation Materials are not amended or supplemented without the consent of the Purchase Agents;

(c) the Purchaser and the Company at all times during the period of the Invitation shall have performed all of their obligations hereunder and thereunder theretofore required to have been performed;

(d) no stop order or restraining order shall have been issued and no litigation shall have been commenced or threatened with respect to the Invitation or with respect to any of the transactions in connection with, or contemplated by, the Invitation, the Invitation Materials or this Agreement before any agency, court or other governmental body of any jurisdiction which you, in good faith after consultation with us, believe renders it inadvisable for you to continue to act hereunder; and

(e) the Purchaser shall have furnished to the Purchase Agents the opinions of , (i) De Brauw Blackstone Westbroek, as Dutch counsel to the Company, to the effect and dated as set out in Annex I; (ii) Elvinger, Hoss & Prussen, as Luxembourg counsel for the Purchaser to the effect and dated as set out in Annex II and (iii) Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., U.S. counsel for the Company and the Purchaser, to the effect and dated as set out in Annex

III, on (i) the launch date of the Invitation and (ii) the date or dates on which the 2026 Notes are purchased by or on behalf of the Purchaser pursuant thereto; and

(f) the Purchaser and the Company shall have furnished to the Purchase Agents such information, certificates or other documents, in addition to those specifically mentioned herein, as the Purchase Agents shall have reasonably requested.

4. Purchased 2026 Notes settlement. On or before the Settlement Date, the Purchaser will pay, or procure that there is paid (and the Company will procure that the Purchaser so pays or procures), to the account of the Settlement Agent (or to such other account or accounts for such settlement as the Purchase Agents may specify) in immediately available funds, the aggregate amount payable for 2026 Notes validly purchased pursuant to the Invitation for settlement with such Invited Holders. The Settlement Agent will not be bound to make any payments to Invited Holders unless and until the aggregate amount payable and the fees and expenses of the Purchase Agents shall have been paid to, and identified as received by, the Purchase Agents. As used in this Agreement, "Settlement Date" means March 19, 2014, subject to the right of the Purchaser to extend, re-open, amend, and/or terminate the Invitation.

5. Indemnification and contribution. In connection with the engagement of the Purchase Agents to assist the Purchaser as described in this Agreement, including modifications or future additions to such engagement and related activities prior to the date of the Agreement (the "engagement"), each of the Purchaser and the Company, acting jointly and severally, agrees that it will indemnify and hold harmless each Purchase Agent and its affiliates and their respective directors, officers, agents and employees and each other person controlling such Purchase Agent or any of its affiliates (each, an "indemnified party"), to the full extent lawful, from and against any losses, expenses, claims or proceedings including shareholder actions (collectively, "losses") (i) related to or arising out of (A) the contents of the Invitation Materials, (B) any withdrawal, termination or cancellation by the Purchaser of, or failure by the Purchaser to, make or consummate the Invitation or the transactions contemplated thereby or (C) any other action or failure to act by any Purchase Agent, its respective affiliates and employees or other agents or by such Purchase Agent or any indemnified party in accordance with and at the request, or with the consent, of the Purchaser or the Company or (ii) otherwise related to or arising out of the engagement or any transaction or conduct in connection therewith, including, without limitation, related services and activities prior to the date of this Agreement, and reimburse such indemnified parties for any and all expenses (including, without limitation, reasonable fees and disbursements of counsel and other out-of-pocket expenses) as they are incurred in connection with investigating, responding to or defending any of the foregoing, except that this section 5 shall not apply with respect to any losses to the extent such losses are finally judicially determined to have resulted solely from the gross negligence or willful misconduct of such indemnified party ("uncovered losses"). Each of the Purchaser and the Company further agrees that no indemnified party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to either the Purchaser or the Company or any of their affiliates, creditors or security holders for or in connection with the engagement or any actual or proposed transactions or other conduct in connection therewith except in the case of each Purchase Agent for losses incurred by either the Purchaser or the Company to the extent such losses are finally judicially determined to

have resulted solely from the gross negligence or willful misconduct of such Purchase Agent or its or its affiliates, directors, officers, agents, employees and controlling persons.

In the event that the foregoing indemnity is unavailable to any indemnified party for any reason (other than with respect to uncovered losses), each of the Purchaser and the Company agrees to contribute to any losses related to or arising out of the engagement or any transaction or conduct in connection therewith as follows. For losses referred to in subsection (i) of the preceding paragraph, the Purchase Agents, on the one hand, and the Purchaser and the Company, on the other hand, shall contribute in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by each Purchase Agent, on the one hand, and by the Purchaser the Company and their security holders, on the other hand, from the actual or proposed transaction arising in connection with the engagement. For any other losses (other than uncovered losses), and for losses referred to in subsection (i) of the preceding paragraph if the allocation provided by the immediately preceding sentence is unavailable for any reason, the Purchase Agents, on the one hand, and the Purchaser and the Company, on the other hand, shall contribute in such proportion as is appropriate to reflect not only the relative benefits as set forth above, but also the relative fault of the Purchase Agent, on the one hand, and the Purchaser and the Company, on the other hand, in connection with the statements, omissions or other conduct that resulted in such losses, as well as any other relevant equitable considerations. Benefits received (or anticipated to be received) by the Purchaser and their security holders shall be deemed to be equal to the aggregate cash consideration and value of securities or any other property payable, issuable, exchangeable, amendable or transferable in such transaction or proposed transaction, and benefits received by each Purchase Agent shall be deemed to be equal to the compensation paid by the Purchaser to such Purchase Agent in connection with the engagement (exclusive of amounts paid for reimbursement of expenses under this Agreement). Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission or any other alleged conduct relates to information provided by the Purchaser and the Company or other conduct by the Purchaser and the Company (or their employees or other agents), on the one hand, or by each Purchase Agent, on the other hand. The Purchase Agents and the Purchaser and the Company agree that it would not be just and equitable if contribution were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding anything to the contrary above (other than with respect to uncovered losses), in no event shall any Purchase Agent be responsible under this paragraph for any amounts in excess of the amount of the compensation actually paid by the Purchaser to such Purchase Agent in connection with the engagement (exclusive of amounts paid for reimbursement of expenses under this Agreement, and amounts paid under this section 5).

Upon receipt by an indemnified person of notice of any suit, action, claim or proceeding brought against such indemnified person in respect of which indemnification may be sought against the Purchaser and the Company hereunder, such indemnified person shall promptly notify the Purchaser and the Company in writing, provided that the failure to so notify the Purchaser and the Company shall not relieve them from any liability that they may have had to the indemnified person. If any such proceeding shall be brought or asserted against an indemnified person and it shall have notified the Purchaser and the Company thereof, the

Purchaser and the Company shall retain counsel reasonably satisfactory to the indemnified person to represent the indemnified person and any others entitled to indemnification ("Other Person Entitled to Indemnification") pursuant to this section 5 that the Purchaser and the Company may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding as incurred. In any such proceeding, any indemnified person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified person unless (i) the Purchaser, the Company and the indemnified person shall have mutually agreed to the contrary; (ii) the Purchaser and the Company have failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified person; (iii) the indemnified person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Purchaser or the Company and/or any Other Person Entitled to Indemnification; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Purchaser and/or the Company and the indemnified person and representation of both parties by the same counsel would be inappropriate due to actual or potential different interests between them. It is understood and agreed that the Purchaser and the Company shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for each indemnified person, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any indemnified person shall be designated in writing by the indemnified person and any such separate firm for the Purchaser and the Company shall be designated in writing by the Purchaser and the Company.

Neither the Purchaser nor the Company will settle any proceeding in respect of which indemnity may be sought hereunder, whether or not any Purchase Agent is an actual or potential party to such proceeding, without the Purchase Agents' prior written consent unless such settlement (i) includes an unconditional release of the Purchase Agents from all liability in any way related to or arising out of such proceeding and (ii) does not impose any actual or potential liability upon the Purchase Agents and does not contain any factual or legal admission by or with respect to the Purchase Agents or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of the Purchase Agents or any action or inaction by the Purchase Agents. For purposes of this section 5, the Purchase Agents shall include the named parties thereto, the respective current and former officers, directors, employees and agents thereof and their respective affiliates, and each other person, if any, controlling them or any of their respective affiliates, and the respective successors and assigns of all of the foregoing persons.

The foregoing provisions are in addition to any rights any indemnified party may have at common law or otherwise and shall be binding on and inure to the benefit of any successors, assigns, and personal representatives of the Purchaser, the Company and each indemnified party. The provisions of this section 5 shall remain in full force and effect notwithstanding (i) any investigation made by or on behalf of any Purchase Agent or (ii) the completion or termination of the engagement.

6. Expenses. The Purchaser will promptly reimburse you (and the Company agrees to procure that the Purchaser so reimburses), without regard to such consummation, for your reasonable out-of-pocket expenses in preparing for and performing your functions as Purchase Agents, including the fees, costs and out-of-pocket expenses of your counsel for their representation of you in connection therewith and, in relation to the fees of your counsel, to the extent of estimates of such counsel fees have been previously approved by the Company. All payments due under this section 6 are to be made in U.S. Dollars, free and clear of, and without deduction for, any set-off, claim or applicable taxes (with appropriate gross-up for any taxes deducted or withheld). The Purchaser will pay (and the Company agrees to procure that the Purchaser so pays) such additional amount as will result in the Purchase Agents receiving and retaining (after any deduction or withholding) an amount equal to the payment that would have been due if no such deduction or withholding had been required or made. For this purpose, "taxes" means all forms of taxation, duties (including stamp duty), levies, imposts, charges and withholdings (including any related or incidental penalty, fine, interest or surcharge), whenever created or imposed, and whether required by the law or regulations of the Netherlands, the United States or elsewhere.

7. Arm's length transactions. The Purchaser and the Company understands that the Purchase Agents and their affiliates (together, the "Purchase Agent Groups") are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research). Members of the Purchase Agent Groups and businesses within the Purchase Agent Groups generally act independently of each other, both for their own respective accounts and for the accounts of clients. Accordingly, there may be situations where parts of the Purchase Agent Groups and/or their clients either now have or may in the future have interests, or take actions, which may conflict with our interests. For example, the Purchase Agent Groups may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for their own account or on behalf of other clients, including, but not limited to, trading in or holding long, short or derivative positions in securities, loans or other financial products of the Purchaser, the Company or other entities connected with the Invitation.

In recognition of the foregoing, each of the Purchaser and the Company agrees that the Purchase Agent Groups are not required to restrict their activities as a result of this engagement, and that the Purchase Agent Groups may undertake any business activity without further consultation with or notification to the Purchaser or the Company. Neither this Agreement, the receipt by the Purchase Agent Groups of confidential information nor any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) that would prevent or restrict the Purchase Agent Groups from acting on behalf of other customers or for their own account. Furthermore, each of the Purchaser and the Company agrees that neither the Purchase Agent Groups nor any member or business of the Purchase Agent Groups are under a duty to disclose to the Purchaser or the Company or use on behalf of the Purchaser or the Company any information whatsoever about or derived from those activities or to account for any revenue or profits obtained in connection with such activities.

Furthermore, the Purchaser and the Company agree that they are solely responsible for making their own judgments in connection with the Invitation (irrespective of whether any member of or business within the Purchase Agent Groups has advised or is currently advising the Purchaser or the Company on related or other matters).

8. Miscellaneous. (a) In the event that any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof, which shall remain in full force and effect.

(b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

(c) This Agreement shall terminate upon the earlier to occur of (i) the final consummation, expiration, termination or withdrawal of the Invitation and (ii) the date six months from the date hereof, and may be terminated by either the Company or you at any time, with or without cause, effective upon receipt by the other party of written notice to that effect.

(d) The representations, warranties and indemnifications contained or referenced in this Agreement shall continue in effect after completion of the Invitation and shall be effective even if we withdraw, abandon or terminate the Invitation.

(e) Each of the Purchaser and the Company irrevocably (i) agrees that any legal suit, action or proceeding against us brought by a Purchase Agent or by any person who controls a Purchase Agent arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in any court of the federal courts of the United States located in the City and County of New York or the courts of the State of New York located in the City and County of New York (each, a "New York Court"), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding and (iii) submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each of the Purchaser and the Company has appointed Corporation Service Company, New York, New York, as its authorized agent (the "Authorized Agent") upon whom process may be served in any such action arising out of or based on this Agreement or the transactions contemplated hereby which may be instituted in any New York Court by a Purchase Agent or by any person who controls a Purchase Agent, expressly consents to the jurisdiction of any such court in respect of any such action, and waives any other requirements of or objections to personal jurisdiction with respect thereto. Such appointments shall be irrevocable. Each of the Purchaser and the Company further represents and warrants that the Authorized Agent has agreed to act as such agent for service of process and agree to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect as aforesaid. Service of process upon the Authorized Agent and written notice of such service to us shall be deemed, in every respect, effective service of process upon us.

(f) Each reference in this Agreement to dollars or U.S. dollars is of the essence. To the fullest extent permitted by law, our obligation in respect of any amount due under this Agreement will, notwithstanding any payment in any other currency (whether pursuant to a

judgment or otherwise), be discharged only to the extent of the amount in the relevant currency that the party entitled to receive such payment may, in accordance with its normal procedures, purchase with the sum paid in such other currency (after any premium and costs of exchange) on the business day immediately following the day on which such party receives such payment. If the amount in the relevant currency that may be so purchased for any reason falls short of the amount originally due, the Purchaser and the Company will pay such additional amounts, in the relevant currency, as may be necessary to compensate for the shortfall. Any of the Purchaser's or Company's obligations not discharged by such payment will, to the fullest extent permitted by applicable law, be due as a separate and independent obligation and, until discharged as provided herein, will continue in full force and effect.

(g) **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR PROCEEDING RELATED TO OR ARISING OUT OF THIS ENGAGEMENT OR ANY TRANSACTION OR CONDUCT IN CONNECTION HEREWITH, IS WAIVED.**

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Very truly yours,

QIAGEN EURO FINANCE (LUXEMBOURG) S.A.

By: /s/ Thomas Neidert
Name: Thomas Neidert
Title: Managing Director

QIAGEN N.V.

By: /s/ Thomas Neidert
Name: Thomas Neidert
Title: Authorized Signatory

Accepted and agreed to as
of the date of this Agreement:

BARCLAYS BANK PLC

By: /s/ Steven R. Helperin
Name: Steven R. Helperin
Title: Managing Director

DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Frank Kenely
Name: Frank Kenely
Title: Managing Director

By: /s/ Saadi Soudaum
Name: Saadi Soudaum
Title: Managing Director

GOLDMAN SACHS INTERNATIONAL

By: /s/ Celine Assouline
Name: Celine Assouline
Title: Managing Director

J.P. MORGAN SECURITIES PLC

By: /s/ Alex Large

Name: Alex Large
Title: Managing Director

ANNEX II

[*Agreed form Elvinger opinion*]

ANNEX III

[*Agreed form Mintz Levin opinion*]

EXHIBIT A

Draft Invitation to Sell Term Sheet

Exhibit 2.7

EXECUTION VERSION

QIAGEN N.V.
as Issuer

DEUTSCHE TRUSTEE COMPANY LIMITED
as Trustee

DEUTSCHE BANK AG, LONDON BRANCH
as Paying Agent and Conversion Agent

and

DEUTSCHE BANK LUXEMBOURG S.A.
as Note Registrar, Transfer Agent and Authentication Agent

INDENTURE

Dated as of March 19, 2014

0.375% Senior Unsecured Convertible Notes due 2019

EXHIBITS

INDENTURE dated as of March 19, 2014 among QIAGEN N.V., as issuer (the "**Company**"), and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar and Authentication Agent.

W I T N E S S E T H:

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issue of its 0.375% Senior Unsecured Convertible Notes due 2019 (hereinafter sometimes called the "**Notes**"), initially in an aggregate principal amount not to exceed $430,000,000, and in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Form of Note, the certificate of authentication to be borne by each Note, the Form of Notice of Conversion, the Form of Confirmation of Conversion, the Form of Fundamental Change Repurchase Notice and the Form of Assignment and Transfer to be borne by the Notes are to be substantially in the forms hereinafter provided for; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee or a duly authorized Authentication Agent, the valid, binding and legal obligations of the Company, and to constitute a valid agreement according to its terms, have been done and performed, and the execution of this Indenture and the issue hereunder of the Notes have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in order to declare the terms and conditions upon which the Notes are, and are to be, authenticated, issued and delivered, and in consideration of the premises and of the purchase and acceptance of the Notes by the holders thereof, each party agrees for the benefit of the other parties and the Company and Trustee agree for the equal and proportionate benefit of the respective holders from time to time of the Notes (except as otherwise provided below), as follows:

Article 1

DEFINITIONS

SECTION 1.01. Definitions. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01. The words "herein," "hereof," "hereunder," and words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"**Agent**" means any Note Registrar, Transfer Agent, Conversion Agent, Authentication Agent or Paying Agent (including the initial Paying Agent and any additional Paying Agents).

"**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person means the power to direct or cause the direction of the management and policies of such Person, directly or

indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Applicable Procedures**" means, with respect to any conversion of, transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of Euroclear and Clearstream that apply to such conversion, transfer or exchange at the relevant time.

"**Authorized Director**" means, with respect to the Company, each managing director, individually and any other individual granted authority to act on behalf of the Company pursuant to a power of attorney.

"**Authentication Agent**" has the meaning set forth in Section 15.10.

"**Bankruptcy Law**" means the Netherlands Bankruptcy Act (*Faillissementswet*) , as now and hereafter in effect, or any successor statute, or the laws of any other jurisdiction or any political subdivision thereof relating to bankruptcy, insolvency, receivership, winding up, liquidation, reorganization or relief of debtors, or any similar foreign law relating to bankruptcy, insolvency, receivership, winding up, liquidation, reorganization or relief of debtors or any amendments to, succession to or change in any such law.

"**Board of Directors**" means the Supervisory Board or the Managing Board.

"**Board Resolution**" means a copy of a resolution certified by the Chairman or the Secretary of the Board of Directors to have been duly adopted by the Board of Directors, and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in New York City, London, Amsterdam and Frankfurt and (in relation to any date for the payment or purchase of a currency other than U.S. dollars) the principal financial center of the country of that currency.

"**Calculation Agent**" means Conv-Ex Advisors Limited.

"**Calculation Period**" means, with respect to any Note surrendered for conversion: (i) if the relevant Conversion Date falls within the Contingent Conversion Period, the period of 50 consecutive Trading Days period beginning on, and including, the second Trading Day immediately following the Conversion Date; and (ii) if the relevant Conversion Date falls after the last Business Day of the Contingent Conversion Period, the period of 50 consecutive Trading Days beginning on, and including, the 55th Scheduled Trading Day immediately preceding the Maturity Date.

"**Capital Stock**" means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) share capital issued by that entity.

"**Cash Settlement Amount**" has the meaning specified in Section 12.02(a).

"**Clause A Distribution**" shall have the meaning specified in Section 12.04(c).

"**Clause B Distribution**" shall have the meaning specified in Section 12.04(c).

"**Clause C Distribution**" shall have the meaning specified in Section 12.04(c).

"**Clearstream**" means Clearstream Banking, *société anonyme*.

"**close of business**" means 5:00 p.m. (London time), except as concerns any adjustment to the Conversion Ratio contemplated by Section 12.04 (other than Section 12.04(g)), in which case such term shall mean the close of trading on the Relevant Exchange.

"**Commission**" means the Securities and Exchange Commission.

"**Common Depositary**" means, with respect to the Global Notes, a depositary common to Euroclear and Clearstream, being initially Deutsche Bank AG, London Branch, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Indenture, and thereafter, "Common Depositary" shall mean or include such successor.

"**Common Equity**" of any Person means Capital Stock of such Person that is generally entitled (a) to vote in the election of directors of such Person or (b) if such Person is not a corporation, to vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

"**Common Stock**" means, subject to Section 12.04 and Section 12.05, ordinary shares of Capital Stock of the Company, par value €0.01 per share.

"**Company**" means QIAGEN N.V., a company organized under the laws of The Netherlands, and subject to the provisions of Article 10, shall include its successors and assigns.

"**Company Order**" means a written request or order signed in the name of the Company by an Authorized Director and delivered to the Trustee or an Authentication Agent.

"**Contingent Conversion Period**" means any time on or after the open of business on April 29, 2014 and prior to the close of business on the Business Day immediately preceding September 19, 2018.

"**Conversion Agent**" shall have the meaning specified in Section 2.05.

"**Conversion Date**" shall have the meaning specified in Section 12.02(c).

"**Conversion Obligation**" shall have the meaning specified in Section 12.01(a).

"**Conversion Price**" means, as of any date, $200,000, *divided by* the Conversion Ratio as of such date.

"**Conversion Ratio**" shall have the meaning specified in Section 12.01(a).

"**Conversion Trigger Price**" shall have the meaning specified in Section 12.01.

"**Corporate Trust Office**" means the office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at Deutsche Trustee Company Limited, Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom, Facsimile No.: +44 20 7547 6149, Attn: The Managing Director, or such other address as the

Trustee may designate from time to time by notice to the Noteholders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Noteholders and the Company).

"**Daily Cash Settlement Amount**" means, for each consecutive Trading Day during the Calculation Period, one 50th (1/50th) of the product of (i) the applicable Conversion Ratio on such Trading Day and (ii) the Daily VWAP of the Common Stock on such Trading Day, as determined by the Calculation Agent.

"**Daily VWAP**" for the Common Stock, in respect of any Trading Day, means the per share volume-weighted average price of the Common Stock as displayed on Bloomberg page "QGEN US <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled opening of trading of the primary trading session on the Relevant Exchange until the scheduled close of trading of the primary trading session on the Relevant Exchange on such Trading Day (or if such volume-weighted average price is unavailable on any such Trading Day, the market value of one share of the Common Stock on such Trading Day as determined by the Calculation Agent using a volume-weighted average price method) and will be determined without regard to after-hours trading or any other trading outside of the regular trading session. For the avoidance of doubt, in calculating the "Daily VWAP" while the Relevant Exchange is the NASDAQ Global Select Market, the Calculation Agent shall enter "09:30" (Local Time) as the start time input for the scheduled opening of trading and "16:00" (Local Time) as the end time input for the scheduled close of trading of the primary trading session (or such other time inputs as changes to market practice after the original issuance of the Notes may dictate, as determined by the Calculation Agent in its sole discretion) on the aforementioned Bloomberg page.

"**Default**" means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

"**Defaulted Interest**" means any interest on any Note that is payable, but is not punctually paid or duly provided for, on any March 19 or September 19 of each year, beginning September 19, 2014.

"**Distributed Property**" shall have the meaning specified in Section 12.04(c).

"**Effective Date**" shall have the meaning specified in Section 12.03(a).

"**Euroclear**" means Euroclear Bank SA/NV.

"**European Union**" means the European Union as of January 1, 2004, including the countries of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden and the United Kingdom, but not including any country which became a member of the European Union after January 1, 2004.

"**Event of Default**" shall have the meaning specified in Section 6.01.

"**Ex-Dividend Date**" means, with respect to any issuance, dividend or distribution in which the holders of Common Stock have the right to receive any cash, securities or other property, the first date on which the shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Expiration Date**" shall have the meaning specified in Section 12.04(e).

"**Expiration Time**" shall have the meaning specified in Section 12.04(e).

"**Fiscal Quarter**" means a fiscal quarter of any Fiscal Year.

"**Fiscal Year**" means a fiscal year of the Company.

"**Foundation**" means the Stichting Preferente Aandelen QIAGEN.

"**Fundamental Change**" means the occurrence after the original issuance of the Notes of any of the following events:

(a) any "person" or "group" (within the meaning of Section 13(d) of the Exchange Act), other than the Company or its Subsidiaries or (solely as concerns preference shares, and not, for the avoidance of doubt, Common Stock) the Foundation, has become the direct or indirect ultimate "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Company's Common Equity representing more than 50% of the voting power of the Company's Common Equity;

(b) the consummation of (i) any recapitalization, reclassification or change of the outstanding shares of Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination) as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets; (ii) any share exchange, exchange offer, tender offer, consolidation or merger of the Company pursuant to which the Common Stock will be converted into cash, securities or other property or (iii) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one or more of the Company's Subsidiaries (any such exchange, offer, consolidation, merger, transaction or series of transactions being referred to herein as an "event"); *provided*, *however*, that (x) any such event where the holders of the Company's Common Equity immediately prior to such event, own, directly or indirectly, more than 50% of the voting power of all classes of Common Equity of the continuing or surviving person or transferee or the parent thereof immediately after such event with such holders' proportional voting power immediately after such event being in substantially the same proportions as their respective voting power before such event shall not be a Fundamental Change and (y) any merger solely for the purpose of changing the Company's jurisdiction of incorporation and resulting in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into common shares of the surviving entity and where the holders' proportional voting power immediately after such event is in substantially the same proportions as their respective voting power before such event shall not be a Fundamental Change;

(c) the stockholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; or

(d) the Common Stock (or any common stock then underlying the Notes) ceases to be listed or admitted to trading, as the case may be, on (or the relevant exchange announces that, pursuant to the rules of such exchange, such Common Stock (or common stock, as the case may be) will cease to be listed on) The NASDAQ Global Select Market for any reason and is not (or will not be) immediately

re-listed, (and fails (or will fail) to continue to be listed) on any of the New York Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market, the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market) or Euronext (Paris or Amsterdam);

provided, *however*, that (i) no transaction or event described in clause (a) or (b) above will constitute a Fundamental Change if at least 90% of the consideration, excluding cash payments for fractional shares and cash payments made in respect of dissenters' appraisal rights, if any, in the transaction or event that would otherwise have constituted the Fundamental Change consists of Publicly Traded Securities, and as a result of the event, the Notes become convertible (pursuant to the terms of this Indenture) into cash by reference to such consideration, excluding cash payments for fractional shares (subject to the provisions of Section 12.02(a)); and (ii) if any preference shares issued to the Foundation are later redeemed upon order of a court, or at the initiative of the Foundation or the Company, and the circumstances which would have constituted a Fundamental Change under (a) above but for the exercise of the Foundation's option continue to exist, then a Fundamental Change shall be deemed to have occurred as of the date of the redemption of such preference shares.

For purposes of this definition, whether a "**person**" is a "**beneficial owner**" shall be determined in accordance with Rule 13d-3 under the Exchange Act (except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time) and "person" includes any syndicate or group that would be deemed to be a "person" under Section 13(d)(3) of the Exchange Act.

After any transaction in which the Common Stock is replaced by the securities of another entity pursuant to Section 12.05, should one occur, following completion of any related Make-Whole Fundamental Change Period and any related Fundamental Change Repurchase Date, references to the Company in the definition of "Fundamental Change" above will apply to such other entity instead. For the avoidance of doubt, no calculation or determination in relation to this definition shall be a duty or obligation of the Trustee or any Agent.

"**Fundamental Change Company Notice**" shall have the meaning specified in Section 13.01(b).

"**Fundamental Change Expiration Time**" shall have the meaning specified in Section 13.01(b)(v).

"**Fundamental Change Repurchase Date**" shall have the meaning specified in Section 13.01(a).

"**Fundamental Change Repurchase Notice**" shall have the meaning specified in Section 13.01(a)(i).

"**Fundamental Change Repurchase Price**" shall have the meaning specified in Section 13.01(a).

"**Global Note**" shall have the meaning specified in Section 2.07(b).

"**Indenture**" means this instrument as originally executed or, if amended or supplemented as herein provided, as so amended or supplemented.

"**Indirect Participant**" means a Person who holds a beneficial interest in a Global Note through a Participant.

"**Interest Payment Date**" means each March 19 and September 19 of each year beginning with September 19, 2014; *provided*, *however*, that if any Interest Payment Date falls on a date that is not a Business Day, such payment of interest (or principal in the case of the Maturity Date) will be postponed until the next succeeding Business Day, and no interest or other amount will be paid as a result of such postponement.

"**Interest Record Date**," with respect to any Interest Payment Date, shall mean, with respect to any Global Notes, March 18 or September 18 (whether or not such day is a Business Day) immediately preceding the relevant Interest Payment Date, respectively, and, with respect to any definitive Notes, March 4 or September 4 (whether or not such day is a Business Day) immediately preceding the relevant Interest Payment Date, respectively.

"**Last Reported Sale Price**" of the Common Stock on any date means the closing sale price per share (or if no closing sale price is reported, the arithmetic average of the last bid and last ask prices or, if more than one in either case, the arithmetic average of the arithmetic average of the last bid and the arithmetic average of the last ask prices, as determined by the Calculation Agent) on that date as reported in composite transactions on the Relevant Exchange. The Last Reported Sale Price will be determined without reference to after-hours or extended market trading. If the Common Stock is not listed on a Relevant Exchange on the relevant date, then the "Last Reported Sale Price" of the Common Stock will be the last quoted bid price for the Common Stock in the over-the-counter market on the relevant date as reported by the OTC Markets Group, Inc. or similar organization. If the Common Stock is not so quoted, the "Last Reported Sale Price" of the Common Stock will be determined by the Calculation Agent.

"**Local Time**" means the local time where the Relevant Exchange is located.

"**Make-Whole Conversion Ratio Adjustment**" shall have the meaning specified in Section 12.03(a).

"**Make-Whole Fundamental Change**" means any transaction or event that constitutes a Fundamental Change (determined without regard to the *proviso* in clause (b)(x) of such definition). For the avoidance of doubt, the *proviso* following clause (d) of the definition of "Fundamental Change" shall be given full effect for purposes of the preceding sentence.

"**Make-Whole Fundamental Change Period**" shall have the meaning specified in Section 12.03(a).

"**Managing Board**" means the managing board (*raad van bestuur*) of the Company or a committee of such board duly authorized to act for it hereunder.

"**Market Disruption Event**" means (a) a failure by Relevant Exchange to open for trading during its regular trading session or (b) the occurrence or existence, prior to 1:00 p.m., Local Time, on any Trading Day for the Common Stock, of an aggregate one half-hour period of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or quotation system or otherwise) in the Common Stock or in any options, contracts or futures contracts relating to the Common Stock.

"**Material Subsidiary**'' means a Subsidiary of the Company that, on a non-consolidated basis, has combined third-party revenues (from non-affiliated parties) prepared in accordance with accounting principles generally accepted in the United States, in excess of 5% of the consolidated revenues of the Company for the most recently completed fiscal year.

"**Maturity Date**" means March 19, 2019.

"**Measurement Period**" shall have the meaning specified in Section 12.01(b)(i).

"**Merger Event**" shall have the meaning specified in Section 12.05.

"**Note**" or "**Notes**" shall mean any note or notes, as the case may be, authenticated and delivered under this Indenture.

"**Noteholder**" or "**holder**," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), shall mean any person in whose name at the time a particular Note is registered on the Note Register.

"**Note Register**" shall have the meaning specified in Section 2.07(a).

"**Note Registrar**" shall have the meaning specified in Section 2.07(a).

"**Notice of Conversion**" shall have the meaning specified in Section 12.02(b).

"**Officer**" means, with respect to the Company, any member of the Managing Board the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary, or any other person performing similar functions.

"**Officers' Certificate**" means a certificate signed by two Officers of the Company duly authorized to represent the Company, one of whom must be the Chief Executive Officer, the Chief Financial Officer or the principal accounting officer of the Company.

"**Open Market**" means the open market segment (*Freiverkehr*) of the Frankfurt Stock Exchange.

"**open of business**" or "**opening of business**" means 9:00 a.m. (London time), except as concerns any adjustment to the Conversion Ratio contemplated by Section 12.04 (other than Section 12.04(g)), in which case such terms shall mean the open of trading on the Relevant Exchange.

"**Opinion of Counsel**" means an opinion in writing signed by legal counsel, who may be an employee of or counsel to the Company, or other counsel acceptable to the Trustee, that is delivered to the Trustee in a form satisfactory to the Trustee. Each such opinion shall include the statements provided for in Section 15.05 if and to the extent required by the provisions of such Section.

"**outstanding**," when used with reference to Notes, shall, subject to the provisions of Section 8.04, mean, as of any particular time, all Notes authenticated and delivered by the Trustee under this Indenture, except:

(a) Notes theretofore canceled by the Trustee or accepted by the Trustee for cancellation;

(b) Notes that have been paid pursuant to Section 2.10 or Notes in lieu of which, or in substitution for which, other Notes shall have been authenticated and delivered pursuant to the terms of Section 2.08 unless proof satisfactory to the Trustee is presented that any such Notes are held by protected purchasers in due course;

(c) Notes that have become due and payable, whether at the Maturity Date, any Fundamental Change Repurchase Date, any Redemption Date, upon conversion or otherwise, for which the Company has deposited cash with the Trustee or the Paying Agent or paid cash to Noteholders (solely to satisfy the Company's Conversion Obligation, if applicable), sufficient to pay all of the outstanding Notes and all other sums due payable under this Indenture by the Company; *provided* that, if such Notes are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(d) Notes converted pursuant to Article 12.

"**Participant**" means a Person who has an account with Euroclear or Clearstream.

"**Paying Agent**" shall have the meaning specified in Section 2.05.

"**Permitted Denominations**" shall have the meaning specified in Section 2.03.

"**Person**" means an individual, a corporation, a limited liability company, an association, a partnership, a joint venture, a joint stock company, a trust, an unincorporated organization or a government or an agency or a political subdivision thereof.

"**Predecessor Note**" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.06 in lieu of or in exchange for a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note that it replaces.

"**Publicly Traded Securities**" means shares of common stock that are traded on a U.S. national securities exchange or on the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market), Euronext (Paris or Amsterdam), or that will be so traded when issued or exchanged in connection with a Fundamental Change described in clause (a) or (b) of the definition thereof.

"**Record Date**" shall have the meaning specified in Section 12.04(f).

"**Redemption Date**" shall have the meaning specified in Section 13.02.

"**Reference Property**" shall have the meaning specified in Section 12.05.

"**Regulation S Legend**" shall have the meaning set forth in Section 2.07.

"**Resale Restriction Termination Date**" shall have the meaning set forth in the Regulation S Legend.

"**Responsible Officer**" means, when used with respect to the Trustee, any officer of the Trustee, including any director, associate director, vice president, assistant vice president, assistant

secretary or any other officer of the Trustee, who shall have direct responsibility for the administration of this Indenture or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject.

"**Regulation S**" means Regulation S promulgated under the Securities Act.

"**Relevant Exchange**" means The NASDAQ Global Select Market or, if the Common Stock is not then listed or admitted to trading on such exchange, the principal U.S. national securities exchange on which the Common Stock is listed or traded, or, if the Common Stock is not then listed or admitted to trading on a U.S. national securities exchange, the principal exchange as between the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market) and the Euronext (Paris or Amsterdam) on which the Common Stock is then listed or traded.

"**Relevant Indebtedness**" means any indebtedness for borrowed money in the form of or represented by, bonds, notes, debentures or other securities which, in each case, are to be quoted or listed, or are ordinarily dealt in or traded, on any stock exchange, over-the-counter or other securities market (whether or not initially distributed by way of private placement), but excluding any such indebtedness which has a stated maturity not exceeding one year.

"**Rule 903**" means Rule 903 promulgated under the Securities Act.

"**Rule 904**" means Rule 904 promulgated under the Securities Act.

"**Scheduled Trading Day**" means any day that is scheduled to be a Trading Day.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Spin-Off**" shall have the meaning specified in Section 12.04(c)(i).

"**Stock Price**" means (a) in the case of a Make-Whole Fundamental Change described in clause (b) of the definition of Fundamental Change in which holders of Common Stock receive solely cash consideration in connection with such Make-Whole Fundamental Change, the amount of cash paid per share of the Common Stock and (b) in the case of all other Make-Whole Fundamental Changes, the arithmetic average of the Last Reported Sale Prices per share of Common Stock over the period of five consecutive Trading Days ending on, and including, the Trading Day immediately preceding the Effective Date of such Make-Whole Fundamental Change, as determined by the Calculation Agent. The Calculation Agent will make appropriate adjustments, in its good faith determination, to account for any adjustment to the Conversion Ratio that becomes effective, or any event requiring an adjustment to the Conversion Ratio where the Ex-Dividend Date of the event occurs, during such five consecutive Trading Day period.

"**Subsidiary**" means (a)with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person; (ii) such Person and one or more Subsidiaries of such Person; or (iii) one or more Subsidiaries of such Person or (b) a subsidiary within the meaning of Article 2:24a of the Dutch Civil Code.

"**Successor Company**" shall have the meaning specified in Section 10.01(a).

"**Supervisory Board**" means the supervisory board (*raad van commissarissen*) of the Company or a committee of such board duly authorized to act for it hereunder.

"**Trading Day**" means a day during which trading in the Common Stock generally occurs on the Relevant Exchange and there is no Market Disruption Event. If the Common Stock (or other security for which a Last Reported Sale Price or Daily VWAP must be determined) is not so traded or quoted, "**Trading Day**" means "**Business Day**."

"**Trading Price**" of the Notes on any date of determination means the arithmetic average of the secondary market bid quotations obtained by the Calculation Agent for $2.0 million principal amount of Notes (expressed as a price per $200,000 principal amount) at approximately 3:30 pm (Local Time), on such determination date from two independent investment banking firms of international repute selected by the Calculation Agent for this purpose; *provided* that if two such bids cannot reasonably be obtained by the Calculation Agent, but one such bid is obtained, then that one bid shall be used. If the Calculation Agent cannot reasonably obtain at least one bid for $2.0 million principal amount of Notes from an independent investment banking firm of international repute, then the Trading Price per $200,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the applicable Conversion Ratio.

"**Trigger Event**" shall have the meaning specified in Section 12.04(c).

"**Trustee**" means the Person named as the "Trustee" in the first paragraph of this Indenture, in its capacity as trustee, until a successor or assignee shall have become Trustee pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean or include each Person who is then a Trustee hereunder.

"Valuation Period" shall have the meaning specified in Section 12.04(c).

"**Weighted Average Consideration**" shall have the meaning specified in Section 12.05.

ARTICLE 2
ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

SECTION 2.01. *Designation and Amount*. The Notes shall be designated as the 0.375% Senior Unsecured Convertible Notes due 2019. The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is initially limited to $430,000,000, subject to Section 2.12 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.07, Section 2.08, Section 2.09, Section 2.11, Section 12.02 and Section 13.03 hereof.

SECTION 2.02. *Form of Notes*. The Notes and the Trustee's or the Authentication Agent's certificate of authentication to be borne by such Notes shall be substantially in the respective forms set forth in Exhibit A, which are incorporated in and made a part of this Indenture. Notes offered and sold in reliance on Regulation S shall be issued initially in the form of a Global Note, which shall be deposited with the Common Depositary, and registered in the name of the Common Depositary or its

nominee, as the case may be, duly executed by the Company and authenticated by the Trustee or any Authentication Agent as hereinafter provided.

Any Global Note may be endorsed with or have incorporated in the text thereof such legends or recitals or changes not inconsistent with the provisions of this Indenture as may be required by the Common Depositary, any regulatory body or as may be required to comply with any applicable law or any regulation thereunder or with the rules and regulations of any securities exchange or automated quotation system upon which the Notes may be listed or traded or designated for issuance or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Notes are subject.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the Officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any relevant exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, redemptions, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby shall be made by the Note Registrar in such manner and upon instructions given by the holder of such Notes in accordance with this Indenture. Payment of principal (including any Fundamental Change Repurchase Price or redemption price) and accrued and unpaid interest on a Global Note shall be made to the holder of such Note on the date of payment, unless a record date or other means of determining holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto shall constitute, and are hereby expressly made, a part of this Indenture and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

SECTION 2.03. *Date and Denomination of Notes*. The Notes shall be represented by one or more Global Notes in fully registered form (and in limited circumstances, by notes in definitive form as described in Section 2.05 below) without interest coupons in minimum denominations of $200,000 principal amount and integral multiples thereof ("**Permitted Denominations**"). Each Note shall be dated the date of its authentication.

SECTION 2.04. *Execution, Authentication and Delivery of Notes*. The Notes shall be signed in the name and on behalf of the Company by the manual or facsimile signature of any Officer.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Notes executed by the Company to the Trustee or an Authentication Agent for authentication, together with a Company Order for the authentication and delivery of such Notes, which order shall set forth the number of separate Note certificates, the principal amount of each of the Notes to

be authenticated, the date on which the original issue of Notes is to be authenticated, the registered holders of the said Notes and delivery instructions, and the Trustee or Authentication Agent in accordance with such Company Order shall authenticate and deliver such Notes, without any further action by the Company hereunder.

Only such Notes as shall bear thereon a certificate of authentication substantially in the form set forth on the form of Note attached as Exhibit A hereto, executed manually by an authorized officer of the Trustee or an Authentication Agent, shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. Such certificate by the Trustee or an Authentication Agent upon any Note executed by the Company shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered hereunder and that the holder is entitled to the benefits of this Indenture.

In case any Officer of the Company who shall have signed any of the Notes shall cease to be such Officer before the Notes so signed shall have been authenticated and delivered by the Trustee or an Authentication Agent, or disposed of by the Company, such Notes nevertheless may be authenticated and delivered or disposed of as though the person who signed such Notes had not ceased to be such Officer of the Company; and any Note may be signed on behalf of the Company by such persons as, at the actual date of the execution of such Note, shall be the proper Officers of the Company, although at the date of the execution of this Indenture any such person was not such an Officer.

SECTION 2.05. *Paying Agent, Conversion Agent, Note Registrar and Transfer Agent.* The Company will maintain one or more Paying Agents for the Notes in the City of London (each, a "**Paying Agent**"). The Company will also maintain a conversion agent (the "**Conversion Agent**"). In addition, the Company undertakes to maintain a Paying Agent in a European Union member state that will not be obligated to withhold or deduct tax pursuant to the European Union Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN meeting of 26 and 27 November 2000 regarding the taxation of savings income (the "**Directive**"), or any law implementing or complying with or introduced in order to conform to, such Directive. The initial Paying Agent and Conversion Agent will be Deutsche Bank AG, London Branch and Deutsche Bank AG, London Branch in its capacities as Paying Agent and Conversion Agent, hereby accepts such appointment.

The Company will also maintain a registrar ("**Note Registrar**") and a transfer agent in Luxembourg (the "**Transfer Agent**"). The initial Note Registrar and initial Transfer Agent will be Deutsche Bank Luxembourg S.A. The terms "Note Registrar" and "Transfer Agent" include any co-registrars and additional transfer agents, as applicable. The Note Registrar and the Transfer Agent shall keep a register reflecting ownership of the Notes outstanding from time to time and of their transfer and exchange. Deutsche Bank Luxembourg S.A., in its capacities as Note Registrar and Transfer Agent, hereby accepts such appointment.

The Company shall enter into an appropriate agency agreement with any Paying Agent, Conversion Agent, Note Registrar or Transfer Agent not a party to this Indenture. Such agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of any such agent. If the Company fails to maintain a Paying Agent, Conversion Agent, Note Registrar or Transfer Agent, the Trustee may act, or may arrange for appropriate parties to act, as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.06.

The Company may change any Paying Agents, Conversion Agents, Note Registrars or Transfer Agents without prior notice to the Noteholders; provided, however, that no such removal shall become effective until acceptance of an appointment by a successor as evidenced by an appropriate

agreement entered into by the Company and such successor Paying Agent, Conversion Agent, Note Registrar or Transfer Agent, as the case may be, and delivered to the Trustee.

Any Agent may resign and be discharged from its duties under this Indenture at any time by giving 60 days' prior written notice of such resignation to the Trustee and the Company. The Trustee or the Company may remove any Agent at any time by giving 60 days' prior written notice to any Agent. Upon such notice, a successor Agent shall be appointed by the Company, who shall provide written notice of such to the Trustee. Such successor Agent shall become the Agent hereunder upon the resignation or removal date specified in such notice. If the Company fails to appoint a successor within 60 days, the resigning Agent may appoint a successor on behalf of and at the expense of the Company. The properly incurred and documented costs and expenses (including its counsels' fees and expenses) incurred by the Agent in connection with such appointment shall be paid by the Company.

SECTION 2.06. *Paying Agent Not Party to this Indenture to Hold Money*. No later than 10:00 a.m. London time on the Business Day prior to each due date of the principal, interest and any other amounts payable by the Company on any Note, the Company shall deposit with the appropriate Paying Agent a sum sufficient to pay such principal, interest and premium, and any other amounts when so becoming due and, subject to receipt of such monies, the Paying Agent shall make payment on the Notes in accordance with this Indenture. The Company shall before 10:00 am London time, on the second Business Day prior to the day on which the Paying Agent is to receive payment, procure that the bank effecting payment for it confirms by fax or tested SWIFT MT100 message to the Paying Agent the irrevocable payment instructions relating to such payment. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee or such entity designated by the Trustee for this purpose and to account for any funds disbursed by the Paying Agent. Upon complying with this Section 2.06, the Paying Agent shall have no further liability for the money delivered to the Trustee. For the avoidance of doubt, the Paying Agent and the Trustee shall be held harmless and have no liability with respect to payments or disbursements to be made by the Paying Agent and Trustee (i) for which payment instructions are not made or that are not otherwise deposited by the respective times set forth in this Section 2.06, (ii) and until they have confirmed receipt of funds sufficient to make the relevant payment.

SECTION 2.07. *Exchange and Registration of Transfer of Notes; Restrictions on Transfer.* (1) Upon surrender for registration of transfer of any Note to the Note Registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.07, the Company shall execute, and the Trustee or an Authentication Agent shall, upon receipt of a Company Order, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by this Indenture. Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 2.05. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee or an Authentication Agent shall, upon receipt of a Company Order, authenticate and deliver, the Notes that the holder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase, redemption or conversion shall (if so required by the Company, the Trustee or the Note Registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed by the holder thereof or its attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith as a result of the name of the holder of the new Notes issued upon such exchange or registration of transfer of Notes being different from the name of the holder of the old Notes presented or surrendered for such exchange or registration of transfer.

None of the Company, the Trustee or the Note Registrar shall be required to exchange or register a transfer of (i) any Notes surrendered for conversion or, if a portion of any Note is surrendered for conversion, such portion thereof surrendered for conversion, (ii) any Notes for which notice of redemption has been given in accordance with Article 14 hereof; (iii) a Note other than in amounts of $200,000 or integral multiple thereof, or (iv) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article 13 hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Indenture shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture as the Notes surrendered upon such registration of transfer or exchange.

(a) So long as the Notes are eligible for book-entry settlement with the Common Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Common Depositary or the nominee of the Common Depositary. The transfer and exchange of beneficial interests in a Global Note that does not involve the issuance of a definitive Note shall be effected through the Common Depositary in accordance with this Indenture (including the restrictions on transfer set forth herein) and the Applicable Procedures. No written orders or instructions shall be required to be delivered to the Trustee, Registrar or Transfer Agent to effect the transfers described in this Section 2.07(b) in the same Global Note. In connection with all transfers and exchanges of beneficial interests in a Global Note (other than transfers of beneficial interests in connection with which the transferor takes delivery thereof in the form of a beneficial interest in the same Global Note), the Transfer Agent (copied to the Trustee and the Registrar) must receive: (i) a written order from a Participant or an Indirect Participant given to the Common Depositary in accordance with the Applicable Procedures directing the Common Depositary to debit from the transferor a beneficial interest in an amount equal to the beneficial interest to be transferred or exchanged; (ii) a written order from a Participant or an Indirect Participant given to the Common Depositary in accordance with the Applicable Procedures directing the Common Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged; and (iii) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited or debited with such increase or decrease, if applicable.

In connection with an exchange of a definitive Note for a beneficial interest in a Global Note, the Transfer Agent must receive a written order (copied to the Trustee and the Registrar) directing the Common Depositary to credit the account of the transferee or its Participant in an amount equal to the beneficial interest in such Global Note to be acquired as a result of such exchange.

Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture, the Transfer Agent (copied to the Trustee and the Registrar), as specified in this Section 2.07, shall endorse the relevant Global Note(s) with any increase or decrease and instruct the Common Depositary to reflect such increase or decrease in its systems.

In connection with any transfer or exchange of definitive Notes, or any portion thereof, the holder of such Notes shall present or surrender to the Transfer Agent (copied to the Trustee and the Registrar) the definitive Notes duly endorsed or accompanied by a written instruction of transfer in a form satisfactory to the Registrar duly executed by such holder or by its attorney, duly authorized in writing.

(b) Notwithstanding any other provisions of this Indenture, a Global Note may not be transferred except as a whole by the Common Depositary to a nominee of the Common Depositary or by a nominee of the Common Depositary to the Common Depositary or another nominee of the Common Depositary or by the Common Depositary or any such nominee to a successor Common Depositary or a nominee of such successor Common Depositary.

(c) Every Note (including the beneficial interest in Global Notes) shall be subject to the restrictions on transfer in the Regulation S Legend set forth below, and the holder of each such Restricted Security, by such holder's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.07(d) and Exhibit A, the term "**transfer**" encompasses any sale, pledge, transfer or other disposition whatsoever of any Restricted Security.

Each Note (including each Global Note) shall bear a legend in substantially the following form on the face thereof (the "**Regulation S Legend**"):

> THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) PURSUANT TO AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE RIGHT OF EACH OF THE COMPANY, THE NOTE REGISTRAR AND THE TRUSTEE, PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (C) OR (D), TO REQUIRE DELIVERY OF A CERTIFICATE, OPINION OF COUNSEL OR OTHER INFORMATION SATISFACTORY TO IT. BY ITS ACCEPTANCE HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "U.S. PERSON" AND "UNITED STATES" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT. THE INDENTURE CONTAINS A PROVISION REQUIRING THE NOTE REGISTRAR TO REFUSE TO REGISTER ANY TRANSFER OF THIS SECURITY IN VIOLATION OF THE FOREGOING.

THE RIGHTS ATTACHING TO THIS SECURITY, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE SECURITIES, ARE AS SPECIFIED IN THE INDENTURE.

Each Global Note shall bear a legend in substantially the following form on the face thereof:

THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITORY NAMED BELOW OR A NOMINEE OF THE COMMON DEPOSITORY. THIS SECURITY IS NOT EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE COMMON DEPOSITORY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED HEREIN AND IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE COMMON DEPOSITORY TO A NOMINEE OF THE COMMON DEPOSITORY OR BY A NOMINEE OF THE COMMON DEPOSITORY TO THE COMMON DEPOSITORY OR ANOTHER NOMINEE OF THE COMMON DEPOSITORY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THIS SECURITY AND THE INDENTURE. THE REGISTERED HOLDER HEREOF MAY BE TREATED BY THE COMPANY, THE TRUSTEE, THE AGENTS AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

No transfer of any Note prior to the Resale Restriction Termination Date will be registered by the Note Registrar unless the applicable box on the completed Form of Assignment and Transfer has been checked.

(d) If (i) Euroclear or Clearstream notifies the Company at any time that they are unwilling or unable to continue as clearing agencies for the Global Notes and a successor is not appointed within 120 days or (ii) an Event of Default in respect of the Notes has occurred and is continuing, upon the request of the beneficial owner of the Notes in writing to Euroclear and Clearstream, the Company will execute, and the Trustee, upon receipt of an Officers' Certificate and a Company Order for the authentication and delivery of Notes, will authenticate and deliver (or cause an Authentication Agent to authenticate and deliver) Notes in definitive form to each such beneficial owner of the related Notes (or a portion thereof) as Euroclear and Clearstream shall instruct (but only in Permitted Denominations), in an aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note, and upon delivery of the Global Note to the Trustee such Global Note shall be canceled.

At such time as all interests in a Global Note have been converted, canceled, repurchased, redeemed or transferred, such Global Note shall be, upon receipt thereof, canceled by the Trustee in accordance with its standing procedures. At any time prior to such cancellation, if any interest in a Global Note is exchanged for definitive Notes, converted, canceled, repurchased, redeeemed or transferred to a transferee who receives definitive Notes therefor or any definitive Note is exchanged or transferred for part of such Global Note, the principal amount of such Global Note shall be appropriately reduced or

increased, as the case may be, and an endorsement shall be made on such Global Note, by the Trustee or the Paying Agent to reflect such reduction or increase.

Neither the Trustee nor any Agent shall have any responsibility for any actions taken or not taken by the Common Depositary or Euroclear or Clearstream.

The Trustee shall have no responsibility or obligation to any direct or indirect participant or any other Person with respect to the accuracy of the books or records, or the acts or omissions, of Euroclear or Clearstream, the Common Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any direct or indirect participant or other Person (other than the Common Depositary) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Noteholders and all payments to be made to Noteholders under the Notes shall be given or made only to or upon the order of the registered Noteholders (which shall be the Common Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through Euroclear or Clearstream subject to the Applicable Procedures. The Trustee may rely and shall be fully protected in relying upon information furnished by Euroclear or Clearstream with respect to its direct or indirect participants.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among direct or indirect participants in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.08. *Mutilated, Destroyed, Lost or Stolen Notes*. In case any Note shall become mutilated or be destroyed, lost or stolen, the Company in its discretion may execute, and upon its written request the Trustee or an Authentication Agent, upon receipt of a Company Order, shall authenticate and deliver, a new Note, bearing a number not contemporaneously outstanding, in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. In every case the applicant for a substituted Note shall furnish to the Company, to the Trustee and, if applicable, to such Authentication Agent such security, indemnity or pre-funding as may be required by them to save each of them harmless from any loss, liability, cost or expense caused by or connected with such substitution, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Company, to the Trustee and, if applicable, to such Authentication Agent evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

The Trustee or such Authentication Agent may authenticate any such substituted Note and deliver the same upon the receipt of such security or indemnity as the Trustee, the Company and, if applicable, such Authentication Agent may require. Upon the issuance of any substitute Note, the Company or the Trustee may require the payment by the holder of a sum sufficient to cover any tax, assessment or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. In case any Note that has matured or is about to mature or has been tendered for repurchase upon a Fundamental Change or is about to be converted into cash, shall become mutilated or be destroyed, lost or stolen, or notice of redemption has been given in accordance with Article 14 hereof, the Company may, in its sole discretion, instead of issuing a substitute Note, pay or authorize the payment of or convert or authorize the conversion of the same (without surrender thereof except in the case of a

mutilated Note), as the case may be, if the applicant for such payment or conversion shall furnish to the Company, to the Trustee and, if applicable, to such Authentication Agent such security, indemnity or pre-funding as may be required by them to save each of them harmless for any loss, liability, cost or expense caused by or connected with such substitution, including without limitation if a Note is replaced and subsequently presented or claimed for payment and, in every case of destruction, loss or theft, evidence satisfactory to the Company, the Trustee and, if applicable, any Paying Agent or Conversion Agent evidence of their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

Every substitute Note issued pursuant to the provisions of this Section 2.08 by virtue of the fact that any Note is destroyed, lost or stolen shall constitute an additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Note shall be found at any time, and shall be entitled to all the benefits of (but shall be subject to all the limitations set forth in) this Indenture equally and proportionately with any and all other Notes duly issued hereunder. To the extent permitted by law, all Notes shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment or conversion or repurchase or redemption of mutilated, destroyed, lost or stolen Notes and shall preclude any and all other rights or remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment or conversion of negotiable instruments or other securities without their surrender.

SECTION 2.09. *Temporary Notes*. Pending the preparation of Notes in certificated form, the Company may execute and the Trustee or an Authentication Agent appointed by the Trustee shall, upon receipt of a Company Order, authenticate and deliver temporary Notes (printed or lithographed). Temporary Notes shall be issuable only in Permitted Denominations, and substantially in the form of the Notes in certificated form but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Company. Every such temporary Note shall be executed by the Company and authenticated by the Trustee or such Authentication Agent upon the same conditions and in substantially the same manner, and with the same effect, as the Notes in certificated form. Without unreasonable delay the Company will execute and deliver to the Trustee or such Authentication Agent Notes in certificated form (other than any Global Note) and thereupon any or all temporary Notes (other than any Global Note) may be surrendered in exchange therefor, at each office or agency maintained by the Company pursuant to Section 4.02 and the Trustee or such Authentication Agent shall, upon receipt of a Company Order, authenticate and deliver in exchange for such temporary Notes an equal aggregate principal amount of Notes in certificated form. Such exchange shall be made by the Company at its own expense and without any charge therefor. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits and subject to the same limitations under this Indenture as Notes in certificated form authenticated and delivered hereunder.

SECTION 2.10. *Cancellation of Notes Paid, Etc.* All Notes surrendered for the purpose of payment, repurchase, redemption, conversion, exchange or registration of transfer, shall, if surrendered to the Company or any Paying Agent or any Conversion Agent or the Trustee, be surrendered to the Note Registrar and promptly canceled by it, or, if surrendered to the Note Registrar, shall be promptly canceled by it, and no Notes shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Indenture. The Note Registrar shall dispose of canceled Notes in accordance with its customary procedures and, after such disposition, shall deliver a certificate of such disposition to the Company, at the Company's written request. If the Company shall acquire any of the Notes, such acquisition shall not operate as satisfaction of the indebtedness represented by such Notes unless and until the same are delivered to the Note Registrar for cancellation.

SECTION 2.11. *ISIN and Common Code Numbers*. The Company in issuing the Notes may use an "ISIN" or "Common Code" or similar identifier and, if so, such ISIN or Common Code or similar identifier shall be included in notices to Noteholders as a convenience to them; *provided*, *however*, that any such notice may state that no representation is made as to the correctness or accuracy of the ISIN or Common Code or similar identifier printed in the notice or on the Notes, and that reliance may be placed only on the other identification numbers printed on the Notes, and any such notice shall not be affected by any defect in or omission of such identifiers. The Company will promptly notify the Trustee of any change in the ISIN or Common Code or similar identifier. .

SECTION 2.12. *Additional Notes; Repurchases*. The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, reopen this Indenture and increase the principal amount of the Notes by issuing additional Notes in the future pursuant to this Indenture with the same terms and with the same ISIN or Common Code number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, provided that no such additional Notes may be issued unless they will be fungible with the original Notes for U.S. federal income tax and securities law purposes. Prior to the issuance of any such additional Notes, the Company shall deliver to the Trustee a Company Order, an Officers' Certificate and an Opinion of Counsel, such Officers' Certificate and Opinion of Counsel to cover such matters, in addition to those required by Section 15.05, as the Trustee shall reasonably request. The Company may also from time to time repurchase the Notes in open market purchases or negotiated transactions without prior notice to Noteholders.

SECTION 2.13. *No Mandatory Redemption; No Sinking Fund*. The Company will not be required to make mandatory redemption payments or sinking fund payments with respect to the Notes.

SECTION 2.14. *Defaulted Interest*. Any Defaulted Interest shall forthwith cease to be payable to the Noteholder on the relevant Interest Record Date by virtue of its having been such Noteholder, and such Defaulted Interest shall be paid by the Company, at its election in each case, as provided in clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing as soon as practicable of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which shall be not less than twenty-five days after the receipt by the Trustee of such notice, unless the Trustee shall consent to an earlier date), and at the same time the Company shall deposit with the Trustee (or any Paying Agent designated for such purpose) an amount of money equal to the aggregate amount to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Company shall fix a special record date for the payment of such Defaulted Interest which shall be not more than fifteen days and not less than seven days prior to the date of the proposed payment, and not less than ten days after the receipt by the Trustee of the notice of the proposed payment (unless the Trustee shall consent to an earlier date). The Company shall promptly notify the Trustee, in writing, of such special record date and the Trustee, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the special

record date therefor to be delivered to Noteholders pursuant to Section 15.03 not less than ten days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefor having been so delivered, such Defaulted Interest shall be paid by the Trustee (or such Paying Agent) to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on such special record date and shall no longer be payable pursuant to the following clause (2) of this Section 2.03.

(2) The Company may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, and upon such notice as may be required by such exchange or automated quotation system.

ARTICLE 3
SATISFACTION AND DISCHARGE

SECTION 3.01. *Satisfaction and Discharge*. This Indenture shall upon request of the Company contained in an Officers' Certificate cease to be of further effect, and the Trustee, at the expense of the Company, shall execute proper instruments, prepared by the Company, acknowledging satisfaction and discharge of this Indenture, when (a) (i) all Notes theretofore authenticated and delivered (other than (x) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.08 and (y) Notes for whose payment money has theretofore been irrevocably deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 4.04(d)) have been delivered to the Trustee for cancellation or have been fully paid or converted in accordance with this Indenture; or (ii) the Company has irrevocably deposited with the Trustee or delivered to Noteholders, as applicable, after the Notes have become due and payable, whether at the Maturity Date, any Fundamental Change Repurchase Date, any Redemption Date, upon conversion or otherwise, cash sufficient to pay all of the outstanding Notes and all other sums due and payable under this Indenture by the Company; and (b) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with. Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 7.06 shall survive.

ARTICLE 4
PARTICULAR COVENANTS OF THE COMPANY

SECTION 4.01. *Payment of Notes*. The Company covenants and agrees that it will cause to be paid the principal of (including the Fundamental Change Repurchase Price or any redemption price), and accrued and unpaid interest on, each of the Notes at the places, at the respective times and in the manner provided herein and in the Notes, provided, however, that in the case of Global Notes, such payments of principal, interest and other amounts payable by the Company (if any) shall be paid to the Paying Agent for onward payment to Euroclear and Clearstream. Principal, interest and any other amounts payable by the Company will be considered duly paid on the date due if the Paying Agent holds as of 10:00 am London time one Business Day prior to the due date, money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, interest and other amounts payable by the Company, if any, then due.

Each Note shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The Person in whose name any Note (or its Predecessor Note) is registered on the Note Register at the close of business on any Interest Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest (except defaulted interest) shall be payable at the office or agency of the Company maintained by the Company for such purposes, which shall initially be the office of the Paying Agent. The Notes will be payable as to principal and interest through the Paying Agent.

The Company will pay interest (including post-petition interest, if any, in any proceeding under any Bankruptcy Law) on overdue principal (and on overdue installments of accrued and unpaid interest, if any (to the extent that payment of such interest is enforceable under applicable law) from time to time on demand (subject to Section 2.14 hereof) at the rate provided in the Notes.

All payments made by the Company under or with respect to the Notes will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes unless the withholding or deduction of such taxes is then required by law.

The Company will make all withholdings and deductions required by law and will remit the full amount deducted or withheld to the relevant tax authority in accordance with applicable law. The Company will use its reasonable efforts to obtain tax receipts from each tax authority evidencing the payment of any taxes so deducted or withheld. The Company will furnish to the Trustee, within a reasonable time after the date the payment of any taxes so deducted or withheld is made, certified copies of tax receipts evidencing payment by the Company, as the case may be, or if, notwithstanding such entity's efforts to obtain receipts, receipts are not obtained, other evidence of payments (reasonably satisfactory to the Trustee) by such entity. Upon request, copies of tax receipts or other evidence of payments, as the case may be, will be made available by the Trustee to the holders or beneficial owners of the Notes.

For the avoidance of doubt, the Company will not be required to pay any additional or further amounts in respect of such withholding or deduction.

SECTION 4.02. *Maintenance of Office or Agency; Paying Agent and Conversion Agent*. The Company will maintain the offices or agencies specified in Section 2.05. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 4.03. *Appointments to Fill Vacancies in Trustee's Office*. The Company, whenever necessary to avoid or fill a vacancy in the office of Trustee, will appoint, in the manner provided in Section 7.10, a Trustee, so that there shall at all times be a Trustee hereunder.

SECTION 4.04. *Provisions as to Paying Agent*. (1) The Company will cause each Paying Agent (other than Deutsche Bank AG, London Branch) to agree:

(i) that it will hold all sums held by it as such agent for the payment of the principal of and accrued and unpaid interest on the Notes for the benefit of the holders of the Notes or the Trustee;

(ii) that it will give the Trustee prompt notice of any failure by the Company to make any payment of the principal of and accrued and unpaid interest on the Notes when the same shall be due and payable; and

(iii) that at any time during the continuance of an Event of Default, upon request of the Trustee, it will forthwith pay to the Trustee all sums so held.

No later than 10:00 a.m. London time one Business Day prior to each due date of the principal of (including the Fundamental Change Repurchase Price or any redemption price) or accrued and unpaid interest on the Notes, the Company will deposit with the Paying Agent a sum sufficient to pay such principal (including the Fundamental Change Repurchase Price or any redemption price) or accrued and unpaid interest and promptly notify the Trustee, in writing, of any failure to take such action.

(b) [Intentionally Omitted]

(c) Anything in this Section 4.04 to the contrary notwithstanding, the Company may, with the prior consent of the Trustee at any time, for the purpose of obtaining a satisfaction and discharge of this Indenture, or for any other reason, pay or cause to be paid to the Trustee all sums held by the Company or any Paying Agent hereunder, such sums to be held by the Trustee upon the trusts herein contained, and upon such payment by the Company or any Paying Agent to the Trustee, the Company or such Paying Agent shall be released from all further liability with respect to such sums.

(d) Any money deposited with the Trustee or any Paying Agent, or then held by the Company, for the payment of the principal of (including the Fundamental Change Repurchase Price or any redemption price) and accrued and unpaid interest on any Note and remaining unclaimed for two years after such principal (including the Fundamental Change Repurchase Price or any redemption price) or interest has become due and payable shall be paid to the Company on request of the Company contained in an Officers' Certificate, or (if then held by the Company) shall be discharged; and the holder of such Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such money, and all liability of the Company as trustee thereof, shall thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in the *Financial Times* notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than thirty days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 4.05. *Existence*. Subject to Article 10, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

SECTION 4.06. [Intentionally Omitted]

SECTION 4.07. *Stay, Extension and Usury Laws*. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law that

would prohibit or forgive the Company from paying all or any portion of the principal of or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or that may affect the covenants or the performance of this Indenture; and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 4.08. *Compliance Certificate; Statements as to Defaults*. The Company shall deliver to the Trustee within 120 days after the end of each Fiscal Year (beginning with the Fiscal Year ending on December 31, 2014) and upon any request an Officers' Certificate stating whether or not the signer thereof has knowledge of any failure by the Company to comply with all conditions and covenants then required to be performed under this Indenture and, if so, specifying each such failure and the nature thereof.

In addition, the Company shall deliver to the Trustee, as soon as possible, and in any event within thirty days after the Company becomes aware of the occurrence of any Event of Default or Default, an Officers' Certificate setting forth the details of such Event of Default or Default, its status and the action that the Company proposes to take with respect thereto.

SECTION 4.09. *Limitation on Liens*. As long as any of the Notes remain outstanding, none of the Company or any Material Subsidiary will create or permit to subsist any mortgage, pledge, lien, charge or security interest upon, or with respect to, any present or future assets or revenues of the Company or any Material Subsidiary, for the purpose of securing any (1) Relevant Indebtedness or (2) guarantee of any Relevant Indebtedness unless in such case the Company or any Material Subsidiary, as the case may be, shall simultaneously with, or prior to, the creation of such mortgage, pledge, lien, charge or security interest, take any and all action necessary to procure that all amounts payable by it in respect of the Notes are secured equally and ratably with the Relevant Indebtedness or guarantee secured by such mortgage, pledge, lien, charge or security interest.

SECTION 4.10. *Maintenance of Trading.* The Company will use commercially reasonable efforts to have the Notes traded on the Open Market within three (3) months of the original issuance of the Notes and all commercially reasonable efforts to maintain such trading on the Open Market for so long as such Notes are outstanding; provided that if at any time the Company determines that maintenance of such trading on the Open Market is unduly onerous, it will obtain, prior to cessation of trading, and thereafter use all commercially reasonable efforts to maintain, a tradingof the Notes on another recognized stock exchange or trading platform.

SECTION 4.11. *Further Instruments and Acts*. Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

ARTICLE 5
LISTS OF NOTEHOLDERS AND REPORTS BY THE COMPANY AND THE TRUSTEE

SECTION 5.01. *Lists of Noteholders*. The Note Registrar will preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Noteholders. The Company will or cause the Note Registrar to furnish to the Trustee (but only if the

Trustee so requires) and each Paying Agent at least seven Business Days before each interest payment date and at such other times as the Trustee or the Paying Agent may request in writing, a list of the names and addresses of the Noteholders in such form and as of such date as the Trustee or the Paying Agent may reasonably require.

ARTICLE 6
DEFAULTS AND REMEDIES

SECTION 6.01. *Events of Default*. Each of the following shall be an "**Event of Default**":

(a) default in the payment of the principal of any Note at its maturity, upon required repurchase, upon redemption, which failure continues for three Business Days or more;

(b) default in the payment of any interest upon any Note when it becomes due and payable, and continuance of such default for a period of 30 days or more;

(c) default in the performance, or breach, of any covenant or agreement of the Company in this Indenture (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with in clauses (a), (b), (f) or (g) of this Section 6.01), and continuance of such default or breach for a period of sixty days after written notice thereof has been given to the Company by the Trustee or to the Company and the Trustee by the holders of at least 25% in aggregate principal amount of the outstanding Notes;

(d) a default or defaults under any bonds, notes, debentures or other evidences of indebtedness (other than the Notes) by the Company or any Subsidiary that is a Material Subsidiary having, individually or in the aggregate, a principal or similar amount outstanding of at least $50,000,000, whether such indebtedness now exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such indebtedness prior to its express maturity or shall constitute a failure to pay at least $50,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto;

(e) the entry against the Company or any Subsidiary that is a Material Subsidiary of a final judgment or final judgments for the payment of money in an aggregate amount in excess of $50,000,000, by a court or courts of competent jurisdiction, which judgments remain undischarged, unwaived, unstayed, unbonded or unsatisfied for a period of sixty consecutive days;

(f) the failure to deliver the Cash Settlement Amount owing upon conversion of any Note when due, which failure continues for five Business Days or more;

(g) the failure to timely issue a Fundamental Change Company Notice in accordance with Section 13.01(b), which failure continues for five Business Days or more; or

(h) (1) the Company or any Subsidiary that is a Material Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case (including, in the case of the Company (i) the filing of a request for bankruptcy within the meaning of Section 1 of the Netherlands

Bankruptcy Act ("*Faillisementswet*") or (ii) the filing of a request for a moratorium of payments within the meaning of Section 214 of the Netherlands Bankruptcy Act)

(B) consents to the entry of an order for relief against it in an involuntary case, dissolution or liquidation,

(C) consents to the appointment of a custodian, receiver (*curator*) or administrator (*bewindvoerder*) of it or for all or substantially all of its property,

(D) makes a general assignment for the benefit of its creditors, or

(E) admits, in writing, its inability generally to pay its debts as they become due; or

(ii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief again any Subsidiary that is a Material Subsidiary in an involuntary case, dissolution or liquidation;

(B) appoints a custodian, receiver (*curator*) or administrator (*bewindvoerder*) of any Subsidiary that is a Material Subsidiary or for all or substantially all of the property of any of the Company's Material Subsidiaries or, in the case of the Company, declares the Company bankrupt within the meaning of Section 1 of the Netherlands Bankruptcy Act without such judgment being removed or stayed within 45 days; or

(C) orders the liquidation of the Company or any Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary and the order or decree remains unstayed and in effect for 60 consecutive days.

SECTION 6.02. *Acceleration*. In case one or more Events of Default shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), then, and in each and every such case (other than an Event of Default specified in clause (h) of Section 6.01), unless the principal of all of the Notes shall have already become due and payable (or waived), either the Trustee or the holders of at least 25% in aggregate principal amount of the Notes then outstanding, determined in accordance with Section 8.04, by notice in writing to the Company (and to the Trustee if given by Noteholders), may declare 100% of the principal of and accrued and unpaid interest on all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall automatically be immediately due and payable, anything in this Indenture or in the Notes contained to the contrary notwithstanding.

If an Event of Default specified in clause (h) of Section 6.01 occurs and is continuing, the principal of all the Notes and accrued and unpaid interest shall be immediately due and payable.

Any acceleration pursuant to this Section 6.02, however, is subject to the conditions that if, at any time after the principal of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter

provided, the Company shall pay or shall deposit with the Paying Agent a sum sufficient to pay installments of accrued and unpaid interest, if any, upon all Notes and the principal of any and all Notes that shall have become due otherwise than by acceleration (with interest on overdue installments of accrued and unpaid interest, if any (to the extent that payment of such interest is enforceable under applicable law), and on such principal at the rate provided in the Notes) and amounts due to the Trustee pursuant to Section 7.06, and if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) any and all Events of Defaults under this Indenture, other than the nonpayment of principal of and accrued and unpaid interest on Notes that shall have become due solely by such acceleration, shall have been cured or waived pursuant to Section 6.09, then and in every such case the holders of a majority in aggregate principal amount of the Notes then outstanding, by written notice to the Company and to the Trustee, may waive all Defaults or Events of Default with respect to the Notes (other than a Default or an Event of Default resulting from a failure to repurchase any Notes when required upon a Fundamental Change or a failure to deliver the Cash Settlement Amount due upon conversion) and rescind and annul such declaration and its consequences and such Default (other than a Default resulting from a failure to repurchase any Notes when required upon a Fundamental Change or a failure to pay the Cash Settlement Amount due upon conversion) shall cease to exist, and any Event of Default arising therefrom (other than a Default resulting from a failure to repurchase any Notes when required upon a Fundamental Change or a failure to pay the Cash Settlement Amount due upon conversion) shall be deemed to have been cured for every purpose of this Indenture; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent Default or Event of Default, or shall impair any right consequent thereon.

SECTION 6.03. [Intentionally Omitted]

SECTION 6.04. *Payments of Notes on Default; Suit Therefor*. If an Event of Default under clause (a) or (b) of Section 6.01 shall have occurred and be continuing, the Company shall, upon demand of the Trustee, pay to it, for the benefit of the holders of the Notes, the whole amount then due and payable on the Notes for principal and interest with interest on any overdue principal and interest at the rate provided in the Notes, and, in addition thereto, such further amount as shall be sufficient to cover any amounts due to the Trustee under Section 7.06. If the Company shall fail to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company or any other obligor upon the Notes and collect the monies adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon the Notes, wherever situated.

In the event there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor on the Notes under any Bankruptcy Law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company or such other obligor, the property of the Company or such other obligor, or in the event of any other judicial proceedings relative to the Company or such other obligor upon the Notes, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 6.04, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal and accrued and unpaid interest in respect of the Notes, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents and to take such other actions as it may deem necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable

compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Noteholders allowed in such judicial proceedings relative to the Company or any other obligor on the Notes, its or their creditors, or its or their property, and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of any amounts due the Trustee under Section 7.06; and any receiver, assignee or trustee in bankruptcy or reorganization, liquidator, custodian or similar official is hereby authorized by each of the Noteholders to make such payments to the Trustee, as administrative expenses, and, in the event that the Trustee shall consent to the making of such payments directly to the Noteholders, to pay to the Trustee any amount due it for reasonable compensation, expenses, advances and disbursements, including agent's and counsel fees, and including any other amounts due to the Trustee under Section 7.06 hereof, incurred by it up to the date of such distribution. To the extent that such payment of reasonable compensation, expenses, advances and disbursements out of the estate in any such proceedings shall be denied for any reason, payment of the same shall, to the extent permitted by applicable laws, be secured by a lien on, and shall be paid out of, any and all distributions, dividends, monies, securities and other property that the holders of the Notes may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Noteholder or the rights of any Noteholder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such proceeding.

All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Trustee without the possession of any of the Notes, or the production thereof at any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the holders of the Notes.

In any proceedings brought by the Trustee (and in any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Notes, and it shall not be necessary to make any holders of the Notes parties to any such proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of such waiver or rescission and annulment or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company, the Noteholders, and the Trustee shall, subject to any determination in such proceeding, be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Noteholders, and the Trustee shall continue as though no such proceeding had been instituted.

SECTION 6.05. *Application of Monies Collected by Trustee*. Any monies or property collected by the Trustee pursuant to this Article 6 with respect to the Notes shall be applied in the order following, at the date or dates fixed by the Trustee for the distribution of such monies or property, upon presentation of the several Notes, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First, to the payment of all amounts due the Trustee, the Agents and their respective agents and attorneys under Section 7.06;

Second, in case the principal of the outstanding Notes shall not have become due and be unpaid, to the payment of interest on the Notes, if any, in default in the order of the date due of the installments of such interest, with interest (to the extent that such interest is enforceable under applicable law and has been collected by the Trustee) upon the overdue installments of interest at the rate provided in the Notes, such payments to be made ratably to the Persons entitled thereto;

Third, in case the principal of the outstanding Notes shall have become due, by declaration or otherwise, and be unpaid to the payment of the whole amount including the payment of the Fundamental Change Repurchase Price, the cash component of the Conversion Obligation, or any redemption price, if any, then owing and unpaid upon the Notes for principal and interest with interest on the overdue principal and (to the extent that such interest has been collected by the Trustee) upon overdue installments of interest at the rate provided in the Notes, and in case such monies shall be insufficient to pay in full the whole amounts so due and unpaid upon the Notes, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably to the aggregate of such principal and accrued and unpaid interest; and

Fourth, to the payment of the remainder, if any, to the Company or as a court of competent jurisdiction shall direct.

SECTION 6.06. *Proceedings by Noteholders*. No holder of any Note shall have any right by virtue of or by availing of any provision of this Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture, or for the appointment of a receiver, trustee, liquidator, custodian or other similar official, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof, as hereinbefore provided, and unless also the holders of not less than 25% in aggregate principal amount of the Notes then outstanding shall have made written request to the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder and shall have offered to the Trustee such security, indemnity or pre-funding satisfactory to it against any loss, liability or expense to be incurred therein or thereby, and the Trustee for sixty days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding and no direction that, in the opinion of the Trustee, is inconsistent with such written request shall have been given to the Trustee by the holders of a majority in principal amount of the Notes outstanding within such sixty-day period pursuant to Section 6.09; it being understood and intended, and being expressly covenanted by the taker and holder of every Note with every other taker and holder and the Trustee that no one or more Noteholders shall have any right in any manner whatever by virtue of or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of any other Noteholder, or to obtain or seek to obtain priority over or preference to any other such holder, or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Noteholders (except as otherwise provided herein). For the protection and enforcement of this Section 6.06, each and every Noteholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Notwithstanding any other provision of this Indenture and any provision of any Note, the right of any Noteholder to receive payment of the principal of (including the Fundamental Change Repurchase Price upon repurchase pursuant to Section 13.01 or any redemption price or the Cash

Settlement Amount upon conversion), and accrued and unpaid interest on such Note, on or after the respective due dates expressed or provided for in such Note or in this Indenture, or to institute suit for the enforcement of any such payment on or after such respective dates against the Company shall not be impaired or affected without the consent of such Noteholder.

Anything in this Indenture or the Notes to the contrary notwithstanding, the holder of any Note, without the consent of either the Trustee or the holder of any other Note, in its own behalf and for its own benefit, may enforce, and may institute and maintain any proceeding suitable to enforce, its rights of conversion as provided herein.

SECTION 6.07. *Proceedings by Trustee*. In case of an Event of Default the Trustee may in its discretion proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as are necessary to protect and enforce any of such rights, either by suit in equity or by action at law or by proceeding in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

SECTION 6.08. *Remedies Cumulative and Continuing*. Except as provided in the second paragraph of Section 2.08 and Section 6.04, all powers and remedies given by this Article 6 to the Trustee or to the Noteholders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the holders of the Notes, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture, and no delay or omission of the Trustee or of any holder of any of the Notes to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Default or any acquiescence therein; and, subject to the provisions of Section 6.06, every power and remedy given by this Article 6 or by law to the Trustee or to the Noteholders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Noteholders.

SECTION 6.09. *Direction of Proceedings and Waiver of Defaults by Majority of Noteholders*. The holders of a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 8.04 shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to Notes; *provided*, *however*, that (a) such direction shall not be in conflict with any rule of law or with this Indenture, and (b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. The Trustee may refuse to follow any direction that it determines is unduly prejudicial to the rights of any other holder or that would involve the Trustee in personal liability. The holders of a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 8.04 may on behalf of the holders of all of the Notes waive any past Default or Event of Default hereunder and its consequences except (i) a default in the payment of accrued and unpaid interest, if any, on, or the principal (including any Fundamental Change Repurchase Price or any redemption price) of, the Notes when due that has not been cured pursuant to the provisions of Section 6.01, (ii) a failure by the Company to deliver cash due upon conversion of the Notes, or (iii) a default in respect of a covenant or provision hereof which under Article 9 cannot be modified or amended without the consent of each holder of an outstanding Note affected. Upon any such waiver the Company, the Trustee and the holders of the Notes shall be restored to their former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. Whenever any Default or Event of Default

hereunder shall have been waived as permitted by this Section 6.09, said Default or Event of Default shall for all purposes of the Notes and this Indenture be deemed to have been cured and to be not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

SECTION 6.10. *Notice of Defaults*. The Trustee shall, within ninety days after the occurrence and continuance of a Default or Event of Default of which a Responsible Officer has actual knowledge give notice of all Defaults known to a Responsible Officer to all Noteholders, unless such Defaults or Events of Default shall have been cured or waived before the giving of such notice; and *provided* that, except in the case of a Default or Event of Default in the payment of the principal of, accrued and unpaid interest on any of the Notes, including without limiting the generality of the foregoing any Default in the payment of any Fundamental Change Repurchase Price or any redemption price, then in any such event the Trustee shall be protected in withholding such notice if and so long as a committee of Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Noteholders.

SECTION 6.11. *Undertaking to Pay Costs*. All parties to this Indenture agree, and each holder of any Note by its acceptance thereof shall be deemed to have agreed, that any court may, in its discretion, require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; *provided* that the provisions of this Section 6.11 (to the extent permitted by law) shall not apply to any suit instituted by the Trustee, to any suit instituted by any Noteholder, or group of Noteholders, holding in the aggregate more than 10% in principal amount of the Notes at the time outstanding determined in accordance with Section 8.04, or to any suit instituted by any Noteholder for the enforcement of the payment of the principal of accrued and unpaid interest on any Note (including, but not limited to, the Fundamental Change Repurchase Price or any redemption price with respect to the Notes being repurchased or redeemed as provided in this Indenture) on or after the due date expressed or provided for in such Note or to any suit for the enforcement of the right to convert any Note in accordance with the provisions of Article 12.

ARTICLE 7
CONCERNING THE TRUSTEE

SECTION 7.01. *Duties and Responsibilities of Trustee*. The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs; *provided* that if an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of any of the holders unless such holders have offered to the Trustee indemnity, security or pre-funding satisfactory to the Trustee against the losses, liabilities and expenses that might be incurred by it in compliance with such request or direction.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable decision, except that:

(e) prior to the occurrence of an Event of Default and after the curing or waiving of all Events of Default that may have occurred, the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee;

(f) in the absence of bad faith or willful misconduct on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but, in the case of any such certificates or opinions that by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein);

(g) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Trustee, unless it shall be proved in a court of competent jurisdiction in a final and non-appealable decision that the Trustee was grossly negligent in ascertaining the pertinent facts;

(h) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in principal amount of the Notes at the time outstanding determined as provided in Section 8.04 relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(i) whether or not therein provided, every provision of this Indenture relating to the conduct or affecting the liability of, or affording protection to, the Trustee shall be subject to the provisions of this Section;

(j) the Trustee shall not be liable in respect of any payment (as to the correctness of amount, entitlement to receive or any other matters relating to payment) or notice effected by the Company or any Paying Agent or any records maintained by any Note Registrar with respect to the Notes; and

(k) if any party fails to deliver a notice relating to an event the fact of which, pursuant to this Indenture, requires notice to be sent to the Trustee, the Trustee may conclusively rely on its failure to receive such notice as reason to act as if no such event occurred, unless such Responsible Officer of the Trustee had actual knowledge of such event.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The Trustee will not be liable to the Noteholders if prevented or delayed from performing any of its obligations or discretionary functions under this Indenture by reason of any present or future law applicable to it, by any governmental or regulatory authority or by any circumstances beyond its control.

SECTION 7.02. *Reliance on Documents, Opinions, Etc*. Except as otherwise provided in Section 7.01:

(e) the Trustee may conclusively rely and shall be fully protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, note, coupon or other paper or document believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties;

(f) any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an Officers' Certificate (unless other evidence in respect thereof be herein specifically prescribed); and any Board Resolution may be evidenced to the Trustee by a copy thereof certified by the Secretary or an Assistant Secretary of the Company;

(g) the Trustee may consult with counsel and require an Opinion of Counsel and any advice of such counsel or Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel;

(h) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture, unless such Noteholders shall have offered to the Trustee security or indemnity satisfactory to it (which may include pre-funding) against the costs, expenses and liabilities that may be incurred therein or thereby;

(i) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled, at a reasonable time on any Business Day, to examine the books, records and premises of the Company, personally or by agent or attorney at the expense of the Company and shall incur no liability of any kind by reason of such inquiry or investigation;

(j) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, custodians, nominees or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, custodian, nominee or attorney appointed by it with due care hereunder;

(k) the permissive rights of the Trustee enumerated herein shall not be construed as duties;

(l) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of Officers authorized at such time to take specified actions pursuant to the Indenture (i.e., an incumbency certificate);

(m) the Trustee will not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture;

(n) the Company shall provide prompt written notice to the Trustee of any change to its fiscal year (it being expressly understood that the failure to provide such notice to the Trustee shall not be deemed a Default or Event of Default under this Indenture);

(o) the Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder;

(p) the Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion, based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction or, to the extent applicable, the State of New York. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any Person in that jurisdiction, the State of New York or if, in its opinion based upon such legal advice, it would not have the power to take such action in that jurisdiction by virtue of any applicable law in that jurisdiction, in the State of New York or if it is determined by any court or other competent authority in that jurisdiction, in the State of New York that it does not have such power;

(q) the Trustee shall not have any obligation or duty to monitor, determine or inquire as to compliance, and shall not be responsible or liable for compliance with restrictions on transfer, exchange, redemption, purchase or repurchase, as applicable, of minimum denominations imposed under this Indenture or under applicable law or regulation with respect to any transfer, exchange, redemption, purchase or repurchase, as applicable, of any interest in any Notes;

(r) the rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified and/or secured to its satisfaction, are extended to, and shall be enforceable by the Trustee in each of its capacities hereunder, by each Agent in their various capacities hereunder, each custodian and other Person employed to act as agent hereunder. Each of the Trustee and the Agents shall not be liable for acting in good faith on instructions believed by it to be genuine and from the proper party;

(s) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of, or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God; it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances; and

(t) the Trustee may assume without inquiry in the absence of actual knowledge of a Responsible Officer that the Company is duly complying with its obligations contained in this Indenture and that no Event of Default or other event which would require repayment of the Notes has occurred;

In no event shall the Trustee be liable for any consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action other than any such loss or damage caused by the Trustee's willful misconduct or gross negligence as proven in a court of competent jurisdiction in a final and non-appealable decision. The Trustee shall not be charged with knowledge of any Default or Event of Default with respect to the Notes, unless either (1) a Responsible Officer shall have actual knowledge of such Default or Event of Default or (2) written notice of such Default or Event of Default shall have been given to a Responsible Officer of the Trustee by the Company or by any holder of the Notes.

SECTION 7.03. *No Responsibility for Recitals, Etc*. The recitals contained herein and in the Notes (except in the Authentication Agent's certificate of authentication) shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Company of any Notes or the proceeds of any Notes authenticated and delivered by the Trustee in conformity with the provisions of this Indenture.

SECTION 7.04. *Trustee, Paying Agents, Conversion Agents or Registrar May Own Notes*. The Trustee, any Paying Agent, any Conversion Agent or Note Registrar, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights it would have if it were not the Trustee, Paying Agent, Conversion Agent or Note Registrar.

SECTION 7.05. *Monies to Be Held in Trust*. All monies received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as may be agreed from time to time by the Company and the Trustee.

SECTION 7.06. *Compensation and Expenses of Trustee*. The Company covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, compensation for all services rendered by it hereunder in any capacity (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) as mutually agreed to in writing between the Trustee and the Company, and the Company will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances properly incurred or made by the Trustee in accordance with any of the provisions of this Indenture in any capacity thereunder (including the properly incurred compensation and the expenses and disbursements of its agents and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advance as shall have been caused by its negligence, willful misconduct or bad faith as determined by a final, non-appealable order of a court of competent jurisdiction. In the event of being requested by the Company to undertake duties which the Trustee reasonably determines to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee, the Company shall pay to the Trustee such additional remuneration as shall be agreed between them. The Company also covenants to indemnify the Trustee in any capacity under this Indenture and any other document or transaction entered into in connection herewith and its agents for, and to hold them harmless against, any loss, claim, damage, liability or expense incurred without negligence, willful misconduct or bad faith on the part of the Trustee as determined by a court of competent jurisdiction in a final and non-appealable decision, its officers, directors, agents or employees, or such agent, as the case may be, and arising out of or in connection with the acceptance or administration of this trust or in any other capacity hereunder, including the costs and expenses of defending themselves against any claim of liability in the premises. The obligations of the Company under this Section 7.06 to compensate or indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall be secured by a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by the Trustee, except, subject to the effect of Section 6.05, funds held in trust herewith for the benefit of the holders of particular Notes. The Trustee's right to receive payment of any amounts due under this Section 7.06 shall not be subordinate to any other liability or indebtedness of the Company (even though the Notes may be so subordinated). The obligation of the Company under this Section 7.06 shall survive the satisfaction and discharge of this Indenture and the earlier resignation or removal or the Trustee. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld. The

indemnification provided in this Section 7.06 shall extend to the officers, directors, agents and employees of the Trustee and shall survive the termination of this Indenture and the resignation or removal of the Trustee.

Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee and its agents incur expenses or render services after an Event of Default specified in Section 6.01(h) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any bankruptcy, insolvency or similar laws.

SECTION 7.07. *Officers' Certificate as Evidence*. Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence, willful misconduct, recklessness and bad faith on the part of the Trustee as determined by a court of competent jurisdiction in a final and non-appealable decision, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such Officers' Certificate, in the absence of gross negligence, willful misconduct, recklessness and bad faith on the part of the Trustee as determined by a court of competent jurisdiction in a final and non-appealable decision, shall be full warrant to the Trustee for any action taken or omitted by it under the provisions of this Indenture upon the faith thereof.

SECTION 7.08. *Conflicting Interests of Trustee*. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any affiliate of the Company with the same rights it would have if it were not Trustee. However, in the event the Trustee has or shall acquire a conflicting interest, the Trustee shall either eliminate such interest within ninety days or resign.

SECTION 7.09. *Eligibility of Trustee*. There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of England and Wales, or the United States of America, or any state thereof, that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by U.K. or U.S. federal or state authorities and which is generally recognized as a corporation which customarily performs such corporate trustee roles and provides such corporate trustee services in transactions similar in nature to the offering of the Notes.

SECTION 7.10. *Resignation or Removal of Trustee*. (1) The Trustee may at any time resign by giving written notice of such resignation to the Company and all Noteholders. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within sixty days after the giving of such notice of resignation to all Noteholders, the resigning Trustee may, upon ten Business Days' notice to the Company and all Noteholders, petition any court of competent jurisdiction for the appointment of a successor trustee, or any Noteholder who has been a bona fide holder of a Note or Notes for at least six months may, subject to the provisions of Section 6.11, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(a) In case at any time any of the following shall occur:

(i) the Trustee shall fail to comply with Section 7.08 within a reasonable time after written request therefor by the Company or by any Noteholder who has been a bona fide holder of a Note or Notes for at least six months, or

(ii) the Trustee shall cease to be eligible in accordance with the provisions of Section 7.09 and shall fail to resign after written request therefor by the Company or by any such Noteholder, or

(iii) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the Company may by a Board Resolution remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, subject to the provisions of Section 6.11, any Noteholder who has been a bona fide holder of a Note or Notes for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(b) The holders of 75% or more in aggregate principal amount of the Notes at the time outstanding, as determined in accordance with Section 8.04, may at any time remove the Trustee and nominate a successor trustee that shall be deemed appointed as successor trustee unless within ten days after notice to the Company of such nomination the Company objects thereto, in which case the Trustee so removed or any Noteholder, upon the terms and conditions and otherwise as in Section 7.10(a) provided, may petition any court of competent jurisdiction for an appointment of a successor trustee.

(c) Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section 7.10 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 7.11.

SECTION 7.11. *Acceptance by Successor Trustee*. Any successor trustee appointed as provided in Section 7.10 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as trustee herein; but, nevertheless, on the written request of the Company or of the successor trustee, the trustee ceasing to act shall, upon payment of any amounts then due it pursuant to the provisions of Section 7.06, execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act.

Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by such trustee as such, except for funds held in trust for the benefit of holders of particular Notes, to secure any amounts then due it pursuant to the provisions of Section 7.06.

No successor trustee shall accept appointment as provided in this Section 7.11 unless at the time of such acceptance such successor trustee shall be qualified under the provisions of Section 7.08 and be eligible under the provisions of Section 7.09.

Upon acceptance of appointment by a successor trustee as provided in this Section 7.11, each of the Company and the successor trustee, at the written direction and at the expense of the Company, shall give notice of the succession of such trustee to all Noteholders. If the Company fails to give such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be given at the expense of the Company.

SECTION 7.12. *Succession by Merger, Etc*. Any corporation or other entity into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or other entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation or other entity succeeding to all or substantially all of the corporate trust business of the Trustee (including the administration of this Indenture), shall be the successor to the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, *provided* that in the case of any corporation or other entity succeeding to all or substantially all of the corporate trust business of the Trustee, such corporation or other entity shall be eligible under the provisions of Section 7.09.

In case at the time such successor to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee or Authentication Agent appointed by such predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee or an Authentication Agent appointed by such successor trustee may, upon receipt of a Company Order, authenticate such Notes either in the name of any predecessor trustee hereunder or in the name of the successor trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have; *provided*, *however*, that the right to adopt the certificate of authentication of any predecessor Trustee or to authenticate Notes in the name of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

SECTION 7.13. *Evidence of Compliance with Conditions Precedent; Certificates and Opinions of Counsel to Trustee*. (1) Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(i) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(ii) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

(b) Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each person signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statement or opinion contained in such certificate or opinion is based;

(iii) a statement that, in the opinion of each such person, the person has made such examination or investigation as is necessary to enable the person to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether or not, in the opinion of each such person, such condition or covenant has been complied with; *provided*, *however*, that, with respect to matters of fact, an Opinion of Counsel may rely on an Officers' Certificate or certificates of public officials.

SECTION 7.14. *Agents; General Provisions.*

(a) *Actions of Agents.* The rights, powers, duties and obligations and actions of each Agent under this Indenture are several and not (i) joint or (ii) joint and several.

(b) *Agents of Trustee*. The Company and the Agents acknowledge and agree that in the event of a Default or Event of Default, the Trustee may, by notice in writing to the Company and the Agents, require that the Agents act as agents of, and take instructions exclusively from, the Trustee. Until they have received such written notice from the Trustee, the Agents shall act solely as agents of the Company.

(c) *Moneys held by Agents*. No Agent shall be liable for interest on any money received by it. Moneys held by Agents need not be segregated from other funds except to the extent required by law or Section 4.04.

(d) *Payments by Agents*. No Agent shall be required to make any payment under this Indenture unless and until it has received in advance the full amount to be paid. To the extent that an Agent has made a payment for which it did not receive in advance the full amount, the Company will reimburse the Agent the full amount of any shortfall.

(e) *Repayment of Costs*. No Agent shall have any duty to take any action if it has grounds for believing that it is not assured repayment of any costs it may incur in taking such action.

(f) *Duties of Agents express not implied*: The Agents shall only be obliged to perform duties set out in the agreement and terms and conditions, and shall have no implied duties.

ARTICLE 8
CONCERNING THE NOTEHOLDERS

SECTION 8.01. *Action by Noteholders*. Whenever in this Indenture it is provided that the holders of a specified percentage in aggregate principal amount of the Notes may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action, the holders of such specified percentage have joined therein may be evidenced by any instrument or any number of instruments of similar tenor executed by Noteholders in person or by agent or proxy appointed in writing. Whenever the Company or the Trustee solicits the taking of any action by the holders of the Notes, the Company or the

Trustee may, but shall not be required to, fix in advance of such solicitation, a date as the record date for determining Noteholders entitled to take such action. The record date if one is selected shall be not more than fifteen days prior to the date of commencement of solicitation of such action.

SECTION 8.02. *Proof of Execution by Noteholders*. Subject to the provisions of Section 7.01 and Section 7.02, proof of the execution of any instrument by a Noteholder or its agent or proxy shall be sufficient if made in accordance with such reasonable rules and regulations as may be prescribed by the Trustee or in such manner as shall be satisfactory to the Trustee. The holding of Notes shall be proved by the Note Register or by a certificate of the Note Registrar.

SECTION 8.03. *Who Are Deemed Absolute Owners*. The Company, the Trustee, any Authentication Agent, any Paying Agent, any Conversion Agent and any Note Registrar may deem the Person in whose name a Note shall be registered upon the Note Register to be, and may treat it as, the absolute owner of such Note (whether or not such Note shall be overdue and notwithstanding any notation of ownership or other writing thereon made by any Person other than the Company or any Note Registrar) for the purpose of receiving payment of or on account of the principal of and (subject to Section 2.03) accrued and unpaid interest, if any, on such Note, for conversion of such Note and for all other purposes; and neither the Company nor the Trustee nor any Paying Agent nor any Conversion Agent nor any Note Registrar shall be affected by any notice to the contrary. All such payments so made to any holder for the time being, or upon its order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for monies payable upon any such Note.

SECTION 8.04. *Company-Owned Notes Disregarded*. In determining whether the holders of the requisite aggregate principal amount of Notes have concurred in any direction, consent, waiver or other action under this Indenture, Notes that are owned by the Company or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company shall be disregarded and deemed not to be outstanding for the purpose of any such determination; *provided* that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, consent, waiver or other action only Notes that a Responsible Officer knows are so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as outstanding for the purposes of this Section 8.04 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to so act with respect to such Notes and that the pledgee is not the Company or a Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. In the case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Notes, if any, known by the Company to be owned or held by or for the account of any of the above described Persons; and, subject to Section 7.01, the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Notes not listed therein are outstanding for the purpose of any such determination.

SECTION 8.05. *Revocation of Consents; Future Noteholders Bound*. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 8.01, of the taking of any action by the holders of the percentage in aggregate principal amount of the Notes specified in this Indenture in connection with such action, any holder of a Note that is shown by the evidence to be included in the Notes the holders of which have consented to such action may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of holding as provided in Section 8.02, revoke such action so far as concerns such Note. Except as aforesaid, any such action taken by the holder of any Note shall be conclusive and binding upon such holder and upon all future holders and owners of

such Note and of any Notes issued in exchange or substitution therefor or upon registration of transfer thereof, irrespective of whether any notation in regard thereto is made upon such Note or any Note issued in exchange or substitution therefor or upon registration of transfer thereof.

ARTICLE 9
SUPPLEMENTAL INDENTURES

SECTION 9.01. *Supplemental Indentures Without Consent of Noteholders*. The Company and the Trustee, at the Company's expense, may from time to time and at any time enter into an indenture or indentures supplemental hereto for one or more of the following purposes:

(a) to cure any ambiguity, omission, defect or inconsistency in this Indenture or the Notes in a manner that does not adversely affect the rights of any Noteholder;

(b) to provide for the assumption by a Successor Company of the obligations of the Company under this Indenture pursuant to Article 10;

(c) to add guarantees with respect to the Notes;

(d) to secure the Notes;

(e) to add to the covenants of the Company such further covenants, restrictions or conditions for the benefit of the Noteholders or surrender any right or power conferred upon the Company;

(f) to make any change that does not adversely affect the rights of any holder in any material respect;

(g) to appoint a successor Trustee with respect to the Notes; or

(h) to issue additional Notes in accordance with Section 2.08 hereof.

Upon the written request of the Company, the Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to, but may in its discretion, enter into any supplemental indenture that affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section 9.01 may be executed by the Company and the Trustee without the consent of the holders of any of the Notes at the time outstanding, notwithstanding any of the provisions of Section 9.02.

SECTION 9.02. *Supplemental Indentures With Consent of Noteholders*. With the consent (evidenced as provided in Article 8) of the holders of at least a majority in aggregate principal amount of the Notes at the time outstanding (determined in accordance with Article 8 and including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), the Company, when authorized by the resolutions of the Board of Directors and the Trustee, at the Company's expense, may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating

any of the provisions of this Indenture or any supplemental indenture or of modifying in any manner the rights of the holders of the Notes or waiving any past default or compliance with provisions of this Indenture; *provided*, *however*, that no such supplemental indenture shall:

(a) reduce the percentage in aggregate principal amount of Notes outstanding necessary to modify or amend this Indenture or to waive any past Default or Event of Default;

(b) reduce the rate or extend the stated time for payment of interest on any Note;

(c) reduce the principal of, or extend the Maturity Date of, any Note;

(d) make any change that impairs or adversely affects the conversion rights of any Notes;

(e) reduce the Fundamental Change Repurchase Price or redemption price of any Note or amend or modify in any manner adverse to the holders of the Notes the Company's obligation to make such payments, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;

(f) make any Note payable in a currency other than that stated in the Note;

(g) change the ranking of the Notes in a manner that is adverse to the Noteholders;

(h) impair the right of any holder to receive payment of principal of and interest, if any, on such holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's Note; or

(i) make any change in this Section 9.02 or in the waiver provisions in Section 6.02 or Section 6.09,

in each case without the consent of each holder of an outstanding Note affected.

Upon the written request of the Company, and upon the filing with the Trustee of evidence of the consent of Noteholders as aforesaid and subject to Section 9.05, the Trustee shall join with the Company in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

It shall not be necessary for the consent of the Noteholders under this Section 9.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof. After an amendment under this Indenture becomes effective, the Company shall give notice briefly describing such amendment to all Noteholders. However, the failure to give such notice to all the holders, or any defect in the notice, will not impair or affect the validity of the amendment.

SECTION 9.03. *Effect of Supplemental Indentures*. Upon the execution of any supplemental indenture pursuant to the provisions of this Article 9, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitation of rights, obligations, duties and immunities under this Indenture of the parties hereto and the Noteholders shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications

and amendments and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.04. *Notation on Notes*. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article 9 may, at the Company's expense, bear a notation as to any matter provided for in such supplemental indenture. If the Trustee or the Company shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any modification of this Indenture contained in any such supplemental indenture may, at the Company's expense, be prepared and executed by the Company, authenticated by the Trustee (or an Authentication Agent), and delivered in exchange for the Notes then outstanding, upon surrender of such Notes then outstanding.

SECTION 9.05. *Evidence of Compliance of Supplemental Indenture to Be Furnished to Trustee*. In addition to the documents required by Section 15.05, the Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant hereto complies with the requirements of this Article 9 and is permitted or authorized by the Indenture, and such supplemental indenture is the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

ARTICLE 10
CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

SECTION 10.01. *Company May Consolidate, Etc. on Specified Terms*. Subject to the provisions of Section 10.02, the Company shall not consolidate with, merge with or into, or convey, transfer, split-off or lease all or substantially all of its properties and assets to another Person, unless:

(h) the resulting, surviving or transferee Person (the "**Successor Company**"), if not the Company, shall be a corporation, partnership, limited liability company or similar entity organized and existing under the laws of any member state of the European Union, the United States of America, any state thereof, or the District of Columbia, and the Successor Company (if not the Company) shall expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of the Company under the Notes and this Indenture; and

(i) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing under this Indenture.

Upon any such consolidation, merger, conveyance, transfer, split-off or lease the Successor Company (if not the Company) shall succeed to, and may exercise every right and power of, the Company under this Indenture.

For purposes of this Section 10.01, the conveyance, transfer, split-off or lease of all or substantially all of the properties and assets of one or more Subsidiaries of the Company to another Person that is not, or Persons that are not, the Company or Subsidiaries of the Company, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company to another Person.

SECTION 10.02. *Successor Corporation to Be Substituted*. In case of any such consolidation, merger, conveyance, transfer, split-off or lease and upon the assumption by the Successor Company, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of, accrued and unpaid interest, if any, on all of the Notes, the due and punctual delivery or payment, as the case may be, of any consideration due upon conversion of the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Company, such Successor Company shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of the first part. Such Successor Company thereupon may cause to be signed, and may issue in its own name any or all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such Successor Company instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall, upon receipt of a Company Order, authenticate and shall deliver, or cause to be authenticated and delivered, any Notes that such Successor Company thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof. In the event of any such consolidation, merger, conveyance, transfer or split-off (but not in the case of a lease), the Person named as the "Company" in the first paragraph of this Indenture or any successor that shall thereafter have become such in the manner prescribed in this Article 10 may be dissolved, wound up and liquidated at any time thereafter and, except in the case of a lease, such Person shall be released from its liabilities as obligor and maker of the Notes and from its obligations under this Indenture.

In case of any such consolidation, merger, conveyance, transfer, split-off or lease, such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

SECTION 10.03. *Opinion of Counsel to Be Given to Trustee*. The Company shall not effect any merger, consolidation, conveyance, transfer, split-off or lease referred to in Section 10.01 unless the Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any such consolidation, merger, conveyance, transfer, split-off or lease and any such assumption and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, complies with the provisions of this Article 10.

ARTICLE 11
IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

SECTION 11.01. *Indenture and Notes Solely Corporate Obligations*. No recourse for the payment of the principal of or accrued and unpaid interest, if any, on any Note, nor for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company in this Indenture or in any supplemental indenture or in any Note, nor because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer or director or Subsidiary, as such, past, present or future, of the Company or of any successor corporation or entity, either directly or through the Company or any successor corporation or entity, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such

liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issuance of the Notes.

ARTICLE 12
CONVERSION OF NOTES

SECTION 12.01. *Conversion Right*. (1) Upon compliance with the provisions of this Article 12, a holder of a Note shall have the right, at such holder's option, to convert all or any portion (if the portion to be converted is $200,000 principal amount or an integral multiple thereof) of such Note (i) subject to satisfaction of the conditions set forth in Section 12.01(b), at any time during the Contingent Conversion Period under the circumstances and during the periods set forth in Section 12.01(b), and (ii) irrespective of the conditions set forth in Section 12.01(b), at any time following the Contingent Conversion Period that is prior to the close of business on the fifth Business Day immediately preceding the Maturity Date, in each case, at an initial Conversion Ratio (the "**Conversion Ratio**") of 7,056.7273 (subject to adjustment as provided in Section 12.04 of this Indenture) per $200,000 principal amount of Notes (subject to the settlement provisions of Section 12.02, the "**Conversion Obligation**"). A Noteholder may convert a portion (less than all) of its Notes only if the Notes the Noteholder retains are in a Permitted Denomination.

(a) During the Contingent Conversion Period, the Notes may be surrendered for conversion:

(i) during the five Business Days immediately after any ten consecutive Trading Days period (the "**Measurement Period**") in which the Trading Price per $200,000 principal amount of Notes, as determined following a request by a holder of Notes which complies with the requirements of this subsection (b)(i), for each day of such Measurement Period was less than 98% of the product of the then-applicable Conversion Ratio on such Trading Day and the Last Reported Sale Price of the Common Stock on such Trading Day. The Trading Prices shall be determined by the Calculation Agent pursuant to this subsection (b)(i). The Calculation Agent shall have no obligation to determine the Trading Price of the Notes unless the Company has requested such determination in writing; and the Company shall have no obligation to make such request unless a Noteholder provides the Company with reasonable evidence that the Trading Price per $200,000 principal amount of the Notes would be less than 98% of the product of the then-applicable Conversion Ratio and the Last Reported Sale Price of the Common Stock at such time, at which time the Company shall instruct the Calculation Agent in writing to determine the Trading Price of the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $200,000 principal amount of the Notes is greater than or equal to 98% of the product of the then-applicable Conversion Ratio and the Last Reported Sale Price of the Common Stock on such Trading Day. Any such determination will be conclusive absent manifest error. If, upon presentation of such reasonable evidence by a Noteholder, the Company does not instruct the Calculation Agent in writing to determine the Trading Price of the Notes as provided in the preceding sentence, or if the Company does so instruct the Calculation Agent but the Calculation Agent fails to make the determination, then the Trading Price per $200,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the then-applicable Conversion Ratio for each Trading Day thereafter until any Trading Day on which the Calculation Agent, upon instruction of the Company, makes such determination. If, following such request from the Noteholder and the procedures outlined above, the Trading Price condition to conversion set forth above is

determined to have been met by the Calculation Agent, the Company shall so notify the Noteholders, the Trustee and the Conversion Agent. If, at any time after the Trading Price condition to conversion set forth above has been met, the Trading Price per $200,000 principal amount of the Notes is greater than or equal to 98% of the product of the then-applicable Conversion Ratio and the Last Reported Sale Price of the Common Stock on such Trading Day, the Company shall so notify the Noteholders, the Trustee and the Conversion Agent in writing. For the avoidance of doubt, the provisions of Section 12.06 apply to the determinations and procedures contemplated by this Section 12.01(b)(i);

(ii) in the event that the Company elects to distribute cash, assets, securities, or other property to all or substantially all holders of its Common Stock, which distribution has a per share value (as determined by the Calculation Agent) greater than 25% of the arithmetic mean of the Daily VWAP of the Common Stock on each Trading Day in the 20 consecutive Trading Day period immediately preceding the date of declaration for such distribution, then the Company shall notify all holders of the Notes, the Trustee and the Conversion Agent not less than 20 Scheduled Trading Days prior to the proposed Ex-Dividend Date for such distribution and will update such notice promptly if the proposed Ex-Dividend Date subsequently changes. Once the Company has given such notice, the Notes may be surrendered for conversion at any time until the earlier of (1) the close of business on the fifth Business Day immediately prior to such Ex-Dividend Date and (2) the Company's announcement that such distribution will not take place, even if the Notes are not otherwise convertible at such time. No Noteholder may exercise this right to convert if the Noteholder otherwise may participate in such distribution without conversion (based upon the then-applicable Conversion Ratio and upon the same terms as holders of the Company's Common Stock);

(iii) in the event of a Fundamental Change (determined without regard to the proviso immediately following clause (d) of such definition) or a Make-Whole Fundamental Change, a Noteholder may surrender Notes for conversion at any time from and after the 60th Scheduled Trading Day prior to the anticipated effective date of such Fundamental Change or Make-Whole Fundamental Change, as the case may be, until the close of business on the fifth Business Day immediately preceding the Fundamental Change Repurchase Date, if any, corresponding to such Fundamental Change (or, if later, the close of business on the 60th calendar day (or, if such day is not a Business Day, the immediately following Business Day) following the date of the Fundamental Change Company Notice), or, in the case of a Make-Whole Fundamental Change that does not constitute a Fundamental Change, the close of business on the 60th Trading Day immediately following such effective date (or, if later, the close of business on the 60th calendar day (or, if such day is not a Business Day, the immediately following Business Day) following the date on which Noteholders are given notice of the Make-Whole Fundamental Change following the occurrence thereof. The Company shall give notice to all Noteholders, the Trustee and the Conversion Agent of the anticipated effective date of any proposed Fundamental Change or Make-Whole Fundamental Change, as the case may be, as soon as practicable after the date the Company publicly announces such event, and shall use commercially reasonable efforts to determine the anticipated effective date and make such announcement in time to give such notice no later than 60 Scheduled Trading Days in advance of such anticipated effective date; provided that (i) the Company shall not be required to give such notice more than 60 Scheduled Trading Days in advance of such anticipated effective date, (ii) if the Company does not have knowledge of such event at least 60 Scheduled Trading Days in advance of such anticipated effective date, the Company shall provide such notice within one Business Day of the date upon which the Company receives notice or otherwise becomes aware of such event; and (iii) the Company shall

update any such previously given notice promptly if the anticipated effective date subsequently changes.

(iv) in any Fiscal Quarter during the Contingent Conversion Period after the Fiscal Quarter ending March 31, 2014, if the arithmetic mean of the Last Reported Sale Prices of the Common Stock in each Trading Day in any twenty consecutive Trading Days within the period of thirty consecutive Trading Days ending on, and including, the last Trading Day of the immediately preceding Fiscal Quarter is equal to or more than 130% of the then-applicable Conversion Price on the last day of such preceding Fiscal Quarter (such price, the "**Conversion Trigger Price**"). The Company shall have the Calculation Agent promptly determine, at the beginning of each Fiscal Quarter after the fiscal quarter ending March 31, 2014, whether the Notes may be surrendered for conversion in accordance with this clause (iv) and shall promptly notify the Trustee, the Conversion Agent and the Noteholders;

(v) at any time from and after the day (which must be a Business Day) on which notice of redemption is given in accordance with Article 14 hereof until the close of business on the 10th calendar day (or, if such day is not a Business Day, the immediately following Business Day) immediately preceding the Redemption Date; and

(vi) at any time from and after the occurrence of an Event of Default, until such Event of Default shall have been cured or waived or the principal amount of the Notes shall have been accelerated.

SECTION 12.02. *Conversion Procedure*. (1) Subject to this Section 12.02, upon any conversion of any Note, the Company shall deliver to converting Noteholders, in respect of each $200,000 principal amount of Notes being converted, cash in amount equal to the sum of the Daily Cash Settlement Amounts for each of the 50 consecutive Trading Days during the related Calculation Period (the "**Cash Settlement Amount**"), as set forth in this Section 12.02, and as determined by the Calculation Agent.

(a) In respect of definitive Notes, before any holder shall be entitled to convert the same as set forth above, such holder shall complete and manually sign and deliver an irrevocable notice to the Conversion Agent in the form attached as Exhibit B hereto (a "**Notice of Conversion**") at the office of the Conversion Agent and state in writing therein the principal amount of Notes to be converted, (2) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by any appropriate endorsement and transfer documents), at the office of the Conversion Agent, and (3) if required, furnish appropriate endorsements and transfer documents. In respect of Global Notes, beneficial interests therein may only be surrendered for conversion in accordance with the Applicable Procedures. In connection with all conversions in respect of beneficial interests in a Global Note, the Conversion Agent (copied to the Trustee and the Registrar) must receive: (1) a Notice of Conversion from the Common Depositary or its nominee (as the sole registered holder of such Global Note); and (2) a written order from a Participant or an Indirect Participant given to the Common Depositary in accordance with the Applicable Procedures directing the Common Depositary to surrender for conversion an amount equal to the beneficial interest to be converted.

The Conversion Agent shall notify the Company of any conversion pursuant to this Article 12 as soon as practicable and no later than the following Business Day. Without diminishing the Conversion Agent's liability to the Company for failure to comply with its obligation under the preceding sentence, any delay in such notification will not invalidate the effectiveness of the Notice of Conversion.

No Notice of Conversion with respect to any Notes (or portions thereof) may be given by a holder thereof or shall be effective if such holder has also delivered a Fundamental Change Repurchase Notice to the Company in respect of such Notes (or portions thereof) and not validly withdrawn such Fundamental Change Repurchase Notice in accordance with Section 13.02, unless the Company defaults in the payment of the Fundamental Change Repurchase Price.

If more than one Note (or portion thereof) shall be surrendered for conversion at one time by the same holder, the Conversion Obligation with respect to such Notes (or portions thereof), if any, that shall be payable upon conversion shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

A Note (or portion thereof) shall be deemed to have been converted immediately prior to the close of business on the date (the "**Conversion Date**") that each of the requirements set forth in this Section 12.02(b) have been complied with.

(b) The Company covenants and agrees that it will cause the cash due in respect of its Conversion Obligation to be paid to the holder(s) of the Notes on the fifth Business Day immediately following the last Trading Day of the applicable Calculation Period; *provided*, *however*, that if, prior to the Conversion Date for any converted Notes, the Common Stock has been replaced by Reference Property consisting solely of cash pursuant to Section 12.05, the Company will cause the cash due in respect of its Conversion Obligation to be paid on the tenth Business Day immediately following the relevant Conversion Date. Notwithstanding the foregoing, if any information required in order to calculate the amount of cash due in respect of the Company's Conversion Obligation will not be available as of the applicable delivery date specified above, the Company will cause the applicable amount to be paid on the fifth Business Day after the earliest Trading Day on which such calculation can be made. The Company shall provide written notice to the Paying Agent (copied to the Trustee and Conversion Agent) at least three Business Days in advance of any such settlement date in the form of Exhibit C (a "**Confirmation of Conversion**"). For the avoidance of doubt, none of the Trustee, the Conversion Agent or the Paying Agent will have any further obligation in respect of any notice delivered to the Company pursuant to Section 12.02(b) in relation to any conversion, including the payment of any cash due upon conversion, unless and until a Confirmation of Conversion is received from the Company.

The Company shall deposit with the Paying Agent no later than 10:00 a.m. London time one Business Day prior to the settlement date specified in the Confirmation of Conversion an amount of cash sufficient to pay the cash specified as due in the Confirmation of Conversion. If the Paying Agent holds money sufficient to make such payment by such time and on such date and is not prohibited from paying such money to the Noteholders, then, provided that the cash due and the settlement date specified in the Confirmation of Conversion are correct: (i) such Notes (or portions thereof) will cease to be outstanding; (ii) interest will cease to accrue on such Notes on and after the Conversion Date; and (iii) all other rights of the holders of such Notes will terminate (other than the right to receive the cash due in respect of the Company's Conversion Obligation). If the cash due in respect of the Company's Conversion Obligation is not paid on the settlement date or in the correct amount, including because of failure of the Company to comply with this Section 12.02(c) or due to inaccuracy or mistake in the Confirmation of Conversion, interest shall be paid on the overdue Cash Settlement Amount, or on any deficiency in the portion thereof paid, at the rate provided in the Notes.

For the avoidance of doubt, the Trustee, Conversion Agent and Paying Agent shall be held harmless and have no liability with respect to any inaccuracy or mistake in the Confirmation of Conversion (and, for the avoidance of doubt, shall not be required to pay a greater or lesser amount than

specified, or on a date other than the settlement date specified, in the Confirmation of Conversion), be held harmless and have no liability with respect to payments or disbursements to be made by the Paying Agent (i) for which payment instructions are not made or that are not otherwise deposited by the respective times set forth in this Section 12.02(c), and (ii) until they have confirmed receipt of funds sufficient to make the relevant payment, and shall also be held harmless with respect to any authentication and delivery of a definitive Note in reduced principal amount pursuant to Section 12.02(d) or any notation reducing the principal amount represented by any Global Note pursuant to Section 12.02(e) in reliance on a Confirmation of Conversion.

(c) In case any definitive Note shall be surrendered for partial conversion, the Company shall execute and the Trustee or any Authentication Agent, upon receipt of a Company Order, shall authenticate and deliver to or upon the written order of the holder of the Note so surrendered, without charge to such holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Note.

(d) Upon the conversion of an interest in a Global Note, the Registrar or the Paying Agent shall make a notation on such Global Note as to the reduction in the principal amount represented thereby.

(e) Upon conversion, a Noteholder shall not receive any additional cash payment for accrued and unpaid interest except as set forth below. The Company's settlement of the Conversion Obligations pursuant to Section 12.02 shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Conversion Date. As a result, accrued and unpaid interest to, but not including, the Conversion Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if definitive Notes are converted after the close of business on an Interest Record Date, holders of such definitive Notes as of the close of business on the Interest Record Date will receive the interest payable on such definitive Notes on the corresponding Interest Payment Date notwithstanding the conversion, *provided* that the Settlement Amount in respect of any such definitive Notes surrendered for conversion during the period from the close of business on any Interest Record Date to the opening of business on the corresponding Interest Payment Date will be reduced by an amount equal to the interest payable on the Notes so converted; *provided*, *further, however*, that no such reduction in the Settlement Amount shall result (1) if the Company has specified a Fundamental Change Repurchase Date that is after such Interest Record Date but on or prior to the corresponding Interest Payment Date, (2) to the extent of any Defaulted Interest existing at the time of conversion with respect to such definitive Notes, (3) if the Company has specified a Redemption Date that is after such Interest Record Date but on or prior to the corresponding Interest Payment Date; or (4) if the definitive Notes are surrendered for conversion after the close of business on the Interest Record Date immediately preceding the Maturity Date. For the avoidance of doubt, owing to absence of intervening Business Days between Interest Record Dates and corresponding Interest Payment Dates in the case of Global Notes, no conversion of a beneficial interest in a Global Note between the close of business on an Interest Record Date and the opening of business on the corresponding Interest Payment Date may (or is intended to) occur, and the immediately preceding sentence shall have no application to any such interests in Global Notes. Except as set forth in this Section 12.02(f), no payment or adjustment will be made for accrued and unpaid interest on converted Notes.

SECTION 12.03. *Increased Conversion Ratio Applicable to Certain Notes Surrendered in Connection with Make-Whole Fundamental Changes*. (1) Notwithstanding anything herein to the contrary, the Conversion Ratio applicable to each Note that is surrendered for conversion, in accordance with this Article 12, at any time from, and including, the effective date (the "**Effective Date**") of a Make-

Whole Fundamental Change until, and including, the close of business on the Business Day immediately preceding the related Fundamental Change Repurchase Date, or, in the case of a Make-Whole Fundamental Change that does not constitute a Fundamental Change, the close of business on the 60th Trading Day immediately following the Effective Date of such Make-Whole Fundamental Change (or, if later in either case, the close of business on the 60th calendar day (or, if such day is not a Business Day, the immediately following Business Day) following the date of the related Fundamental Change Company Notice or the date on which Noteholders are given notice of the Make-Whole Fundamental Change following the occurrence thereof, as applicable) (such period, the "**Make-Whole Fundamental Change Period**"), shall be increased to an amount equal to the Conversion Ratio that would, but for this Section 12.03, otherwise apply to such Note pursuant to this Article 12, *plus* an amount equal to the Make-Whole Conversion Ratio Adjustment.

As used herein, "**Make-Whole Conversion Ratio Adjustment**" shall mean, with respect to a Make-Whole Fundamental Change, the amount set forth in the following table that corresponds to the Effective Date of such Make-Whole Fundamental Change and the Stock Price for such Make-Whole Fundamental Change, all as determined by the Calculation Agent:

Make-Whole Conversion Ratio Adjustment

	Stock Price											
Effective Date	**$21.39**	**$25.00**	**$28.34**	**$30.00**	**$35.00**	**$40.00**	**$45.00**	**$50.00**	**$55.00**	**$60.00**	**$80.00**	**$100.00**
March 19, 2014	2,293.4363	1,693.6407	1,209.7441	1,028.7594	641.5298	406.6977	259.8460	165.8647	104.7309	64.5827	3.8202	0.0000
March 19, 2015	2,293.4363	1,712.5687	1,198.2621	1,007.8394	606.5184	369.8927	226.5927	138.0447	82.5854	47.6460	1.0652	0.0000
March 19, 2016	2,293.4363	1,675.7607	1,134.7759	937.6660	532.2898	304.1477	173.2505	97.0847	52.4327	26.3327	0.0000	0.0000
March 19, 2017	2,293.4363	1,557.3927	995.1922	796.1794	405.1127	203.9127	100.1883	46.7367	19.4982	6.3027	0.0000	0.0000
March 19, 2018	2,293.4363	1,308.5207	730.0617	539.0660	205.4670	71.8177	21.5083	4.2247	0.0000	0.0000	0.0000	0.0000
March 19, 2019	2,293.4363	943.2727	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

provided, however, that:

(i) if the actual Stock Price of such Make-Whole Fundamental Change is between two Stock Prices listed in the table above under the row titled "Stock Price," or if the actual Effective Date of such Make-Whole Fundamental Change is between two Effective Dates listed in the table above in the column immediately below the title "Effective Date," then the Make-Whole Conversion Ratio Adjustment for such Make-Whole Fundamental Change shall be determined by the Calculation Agent by straight-line interpolation between the Make-Whole Conversion Ratio Adjustment set forth for such higher and lower Stock Prices, or for such earlier and later Effective Dates based on a 365-day year, as applicable;

(ii) if the actual Stock Price of such Make-Whole Fundamental Change is greater than $100.00 per share (subject to adjustment in the same manner as the Stock Price as provided in clause (iii) below), or if the actual Stock Price of such Make-Whole Fundamental Change is less than $21.39 per share (subject to adjustment in the same manner as the Stock Price as provided in clause (iii) below), then the Make-Whole Conversion Ratio Adjustment shall be equal to zero and this Section 12.03 shall not require the Company to increase the Conversion Ratio with respect to such Make-Whole Fundamental Change;

(iii) if an event occurs that requires, pursuant to this Article 12 (other than solely pursuant to this Section 12.03), an adjustment to the Conversion Ratio, then, on the date and at the time such adjustment is so required to be made, each price set forth in the table above under the row titled "Stock Price" shall be deemed to be adjusted so that such Stock Price, at and after such time, shall be equal to the product of (1) such Stock Price as in effect immediately before such adjustment to such Stock Price and (2) a fraction whose numerator is the Conversion Ratio in effect immediately before such adjustment to the Conversion Ratio and whose denominator is the Conversion Ratio to be in effect, in accordance with this Article 12, immediately after such adjustment to the Conversion Ratio;

(iv) each Make-Whole Conversion Ratio Adjustment set forth in the table above shall be adjusted in the same manner in which, at the same time and for the same events for which, the Conversion Ratio is to be adjusted pursuant to Section 12.04; and

(v) in no event will the Conversion Ratio exceed 9350.1636 per $200,000 principal amount of Notes, subject to adjustment in the same manner as the Conversion Ratio pursuant to Section 12.04.

(vi) If any Noteholder converts such holder's Notes prior to or following the Make-Whole Fundamental Change Period, such holder will not be entitled to receive the increased Conversion Ratio resulting from the Make-Whole Conversion Ratio Adjustment in connection with such conversion.

(b) Each notice, announcement and publication required by Section 12.01(b)(iii) in respect of a Make-Whole Fundamental Change shall also state that in connection with such Make-Whole Fundamental Change, the Company shall increase, in accordance herewith, the Conversion Ratio applicable to Notes entitled as provided herein to such increase (along with a description of how such increase shall be calculated by the Calculation Agent and the time periods during which Notes must be surrendered in order to be entitled to such increase). No later than five Business Days after the actual Effective Date of each Make-Whole Fundamental Change, the Company shall give all Noteholders, the Trustee and the Conversion Agent written notice of such Effective Date and the amount by which the Conversion Ratio has been so increased.

Nothing in this Section 12.03 shall prevent an adjustment to the Conversion Ratio pursuant to Section 12.04 in respect of a Make-Whole Fundamental Change.

SECTION 12.04. *Adjustment of Conversion Ratio*. The Conversion Ratio shall be adjusted from time to time by the Calculation Agent as follows:

(a) If the Company issues solely shares of Common Stock as a dividend or distribution on all or substantially all of the shares of Common Stock, or if the Company effects a share split or share combination of the Common Stock, the applicable Conversion Ratio will be adjusted based on the following formula:

$$CR = CR_0 \times \frac{OS}{OS_0}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution, or immediately prior to the open of business on the Business Day immediately following the effective date of such share split or share combination, as the case may be;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for such dividend or distribution, or immediately after the open of business on the Business Day immediately following the effective date of such share split or share combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such dividend, distribution share split or share combination, as the case may be; and

OS = the number of shares of Common Stock outstanding immediately after such dividend distribution share split or share combination, as the case may be.

Such adjustment shall become effective immediately after the opening of business on the Ex-Dividend Date for such dividend or distribution, or the Business Day immediately following the effective date for such share split or share combination. If any dividend or distribution of the type described in this Section 12.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not split or combined, as the case may be, the Conversion Ratio shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or split or combine the outstanding shares of Common Stock, as the case may be, to the Conversion Ratio that would then be in effect if such dividend, distribution, share split or share combination had not been declared or announced.

(b) If the Company distributes to all or substantially all holders of its Common Stock any rights, options or warrants entitling them for a period of not more than sixty calendar days from the record date for such distribution to subscribe for or purchase shares of the Common Stock, at a price per share less than the arithmetic average of the Last Reported Sale Prices of the Common Stock for the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the declaration date for such distribution, the Conversion Ratio shall be increased based on the following formula:

$$CR = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for such distribution;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for such distribution;

OS_0 = the number of shares of the Common Stock that are outstanding immediately prior to the open of business on the Ex-Dividend Date for such distribution;

X = the total number of shares of the Common Stock issuable pursuant to such rights, options or warrants; and

Y = the number of shares of the Common Stock equal to the aggregate price payable to exercise such rights, options or warrants, divided by the arithmetic average of the Last Reported Sale Prices of the Common Stock over the shorter of (i) the period of Trading Days from, and including, the date of announcement of the terms of such rights, options or warrants distribution (if announced prior to the close of business, or, otherwise, the immediately following Trading Day) to, and including, the Trading Day immediately preceding the Ex-Dividend Date relating to such rights, options or warrants distribution; and (ii) the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date relating to such rights, options or warrants distribution.

Such adjustment shall be successively made whenever any such rights, options or warrants are distributed and shall become effective immediately after the opening of business on the Ex-Dividend Date for such distribution. To the extent that shares of the Common Stock are not delivered after the expiration of such rights, options or warrants, the Conversion Ratio shall be readjusted to the Conversion Ratio that would then be in effect had the adjustments made upon the issuance of such rights, options or warrants been made on the basis of delivery of only the number of shares of the Common Stock actually delivered. If such rights, options or warrants are not so issued, the Conversion Ratio shall again be adjusted to be the Conversion Ratio that would then be in effect if such Ex-Dividend Date for such distribution had not been fixed.

For purposes of this Section 12.04(b), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of the Common Stock at less than the arithmetic average of the Last Reported Sale Prices of the Common Stock for each Trading Day in the applicable ten consecutive Trading Day period, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Calculation Agent. In no event shall the Conversion Ratio be decreased pursuant to this Section 12.04(b).

(c) If the Company shall distribute shares of its Capital Stock, evidences of its indebtedness or other of its assets or property, or rights, options or warrants to acquire its Capital Stock or other securities, to all or substantially all holders of its Common Stock, other than (i) dividends or distributions (including share splits) covered by Section 12.04(a) or Section 12.04(b), (ii) dividends or distributions paid exclusively in cash and covered by Section 12.04(d) and (iii) Spin-Offs to which the provisions set forth below in this Section 12.04(c) shall apply (any of such shares of Capital Stock, indebtedness, or other asset or property, or rights, options or warrants to acquire its Capital Stock or other securities, hereinafter in this Section 12.04(c) called the "**Distributed Property**"), then, in each such case the Conversion Ratio shall be increased based on the following formula:

$$CR = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for such distribution;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for such distribution.

SP_0 = the arithmetic average of the Last Reported Sale Prices of the Common Stock over the shorter of (i) the period of Trading Days from, and including, the date of announcement of the terms of such distribution (if announced prior to the close of business, or, otherwise, the immediately following Trading Day) to, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and (ii) the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and

FMV = the fair market value (as determined by the Calculation Agent) of the shares of Capital Stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of the Common Stock as of the open of business on the Ex-Dividend Date for such distribution.

Such adjustment shall become effective immediately prior to the opening of business on the Ex-Dividend Date for such distribution; *provided* that if "FMV" as set forth above is equal to or greater than "SP_0" as set forth above, in lieu of the foregoing adjustment, adequate provisions shall be made so that each Noteholder shall have the right to receive on conversion in respect of each $200,000 principal amount of the Notes held by such holder, in addition to the Cash Settlement Amount in respect of the number of shares of Common Stock represented by the Conversion Ratio, the amount and kind of Distributed Property such holder would have received had such holder owned a number of shares of Common Stock equal to the applicable Conversion Ratio immediately prior to the Record Date for such distribution. If such distribution is not so paid or made, the Conversion Ratio shall again be adjusted to be the Conversion Ratio that would then be in effect if such dividend or distribution had not been declared. If the Calculation Agent determines "FMV" for purposes of this Section 12.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in computing the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Trading Day immediately preceding the Ex-Dividend Date for such distribution.

With respect to an adjustment pursuant to this Section 12.04(c) where there has been a dividend or other distribution on the Common Stock of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company (a "**Spin-Off**"), the Conversion Ratio will be increased based on the following formula:

$$CR = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for the Spin-Off;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for the Spin-Off;

FMV_0 = the arithmetic average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Common Stock applicable to one share of the Common Stock (determined by reference to the definition of Last Reported Sale Price as set forth in Section 1.01 as if references there to Capital Stock were to such Capital Stock or similar equity interest) over the first ten consecutive Trading Day period immediately following, and including, the Ex-Dividend Date for the Spin-Off (such period, the "**Valuation Period**"), and

MP_0 = the arithmetic average of the Last Reported Sale Prices of the Common Stock over the Valuation Period.

The adjustment to the Conversion Ratio under the preceding paragraph of this Section 12.04(c) shall be made immediately after the opening of business on the day after the last day of the Valuation Period, but shall become effective as of the opening of business on the Ex-Dividend Date for the Spin-Off. If the Ex-Dividend Date for the Spin-Off is less than ten consecutive Trading Days prior to, and including, the end of the Calculation Period in respect of any conversion, references within this Section 12.04(c) relating to Spin-Offs to ten consecutive Trading Days shall be deemed replaced, for purposes of calculating the affected daily Conversion Ratios in respect of that conversion, with such lesser number of Trading Days as have elapsed from, and including, the Ex-Dividend Date for the Spin-Off to, and including, the last Trading Day of such Calculation Period. For purposes of determining the applicable Conversion Ratio, in respect of any conversion during the ten consecutive Trading Days commencing on the Ex-Dividend Date of any Spin-Off, references within this Section 12.04(c) relating to Spin-Offs to ten consecutive Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the Ex-Dividend Date for such Spin-Off to, but excluding, the Conversion Date for such conversion.

For purposes of this Section 12.04(c) (and subject in all respect to Section 12.11), rights, options or warrants distributed by the Company to all or substantially all holders of its Common Stock entitling them to subscribe for or purchase shares of the Company's Capital Stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such shares of the Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Common Stock, shall be deemed not to have been distributed for purposes of this Section 12.04(c) (and no adjustment to the Conversion Ratio under this Section 12.04(c) will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Ratio shall be made under this Section 12.04(c). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Ex-Dividend Date with respect to new rights, options or warrants with such rights (in which case the existing rights, options or warrants shall be deemed to terminate and expire on such date without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the immediately preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion

Ratio under this Section 12.04(c) was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or purchased without exercise by any holders thereof, upon such final redemption or purchase (x) the Conversion Ratio shall be readjusted as if such rights, options or warrants had not been issued and (y) the Conversion Ratio shall then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or purchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or purchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Ratio shall be readjusted as if such rights, options and warrants had not been issued.

For purposes of Section 12.04(a), Section 12.04(b) and this Section 12.04(c), any dividend or distribution to which this Section 12.04(c) is applicable that also includes one or both of:

(A) a dividend or distribution of shares of Common Stock to which Section 12.04(a) is applicable (the "**Clause A Distribution**"); or

(B) a dividend or distribution of rights, options or warrants to which Section 12.04(b) is applicable (the "**Clause B Distribution**"),

then (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this Section 12.04(c) is applicable (the "**Clause C Distribution**") and any Conversion Ratio adjustment required by this Section 12.04(c) with respect to such Clause C Distribution shall then be made, and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Conversion Ratio adjustment required by Section 12.04(a) and Section 12.04(b) with respect thereto shall then be made, except that, if determined by the Calculation Agent, (I) the "Ex-Dividend Date" of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Ex-Dividend Date of the Clause C Distribution and (II) any shares of Common Stock included in the Clause A Distribution or Clause B Distribution shall be deemed not to be "outstanding immediately prior to such dividend, distribution or share split or share combination" within the meaning of Section 12.04(a) or "outstanding immediately prior to the open of business on the Ex-Dividend Date for such distribution" within the meaning of Section 12.04(b).

In no event shall the Conversion Ratio be decreased pursuant to this Section 12.04(c).

(d) If any cash dividend or distribution is made to all or substantially all holders of the Company's outstanding Common Stock, the applicable Conversion Ratio shall be increased based on the following formula:

$$CR = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for such dividend or distribution;

SP_0 = the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and

C = the amount in cash per share the Company pays or distributes to holders of its Common Stock.

Such adjustment shall become effective immediately after the opening of business on the Ex-Dividend Date for such dividend or distribution; *provided* that if "C" as set forth above is equal to or greater than "SP_0" as set forth above, in lieu of the foregoing adjustment, each Noteholder shall receive, for each $200,000 principal amount of Notes, at the same time and upon the same terms, the amount of cash such holder would have received had such holder owned a number of shares equal to the Conversion Ratio on the Record Date for such distribution. If such dividend or distribution is not so paid or made, the Conversion Ratio shall again be adjusted to be the Conversion Ratio that would then be in effect if such dividend or distribution had not been declared.

In no event shall the Conversion Ratio be decreased pursuant to this Section 12.04(d).

(e) If (i) the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock, and (ii) the cash and value of any other consideration included in the payment per share of the Common Stock exceeds the arithmetic average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Date**"), the Conversion Ratio shall be increased based on the following formula:

$$CR = CR_0 \times \frac{AC + (SP \times OS)}{OS_0 \times SP}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Trading Day next succeeding the Expiration Date;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Trading Day next succeeding the Expiration Date;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares of Common Stock purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the time (the "**Expiration Time**") such tender or exchange offer expires (prior to giving effect to such tender offer or exchange offer);

OS = the number of shares of Common Stock outstanding immediately after the Expiration Time (after giving effect to such tender offer or exchange offer); and

SP = the arithmetic average of the Last Reported Sale Prices of Common Stock over the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the Expiration Date.

Such adjustment under this Section 12.04(e) shall become effective at the opening of business on the Trading Day next succeeding the Expiration Date. If the Trading Day next succeeding the Expiration Date is less than ten consecutive Trading Days prior to, and including, the end of the Calculation Period in respect of any conversion, references within this Section 12.04(e) to ten consecutive Trading Day period shall be deemed replaced, for purposes of calculating the affected daily Conversion Ratios in respect of that conversion, with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the Expiration Date to, and including, the last Trading Day of such Calculation Period.

For purposes of determining the applicable Conversion Ratio, in respect of any conversion during the ten consecutive Trading Day period commencing on the Trading Day next succeeding the Expiration Date, references within this Section 12.04(e) to ten consecutive Trading Days period shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the Expiration Date to, but excluding, the Conversion Date for such conversion. If the Company is obligated to purchase shares pursuant to any such tender or exchange offer, but the Company is permanently prevented by applicable law from effecting any or all or any portion of such purchases or all such purchases are rescinded, the Conversion Ratio shall again be adjusted to be the Conversion Ratio that would then be in effect if such tender or exchange offer had not been made or had been made only in respect of the purchases that had been effected.

In no event shall the Conversion Ratio be decreased pursuant to this Section 12.04(e).

(f) The term "**Record Date**" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock (or other security) have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) Notwithstanding this Section 12.04 or any other provision of this Indenture or the Notes, if any Conversion Ratio adjustment becomes effective, or any Ex-Dividend Date for any issuance, dividend or distribution (relating to a required Conversion Ratio adjustment) occurs, during the period beginning on, and including, the open of business on a Conversion Date and ending on the close of business on the last Trading Day of a related Calculation Period, the Calculation Agent shall make adjustments to the Conversion Ratio and the amount of cash payable upon conversion of the Notes, as the case may be, as are necessary or appropriate to effect the intent of this Section 12.04 and the other provisions of this Article 12 and to avoid unjust or inequitable results. Any adjustment made pursuant to this Section 12.04(g) shall apply in lieu of the adjustment or other term that would otherwise be applicable.

(h) In addition to those required by clauses (a), (b), (c), (d) and (e) of this Section 12.04, and to the extent permitted by applicable law and subject to the applicable rules of the Relevant Exchange, the Company from time to time may increase the Conversion Ratio by any amount for a period

of at least twenty Business Days if the Board of Directors determines that such increase would be in the Company's best interest. In addition, the Company may also (but is not required to) increase the Conversion Ratio to avoid or diminish any income tax to holders of Common Stock or rights to purchase Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Conversion Ratio is increased pursuant to the preceding sentence, the Company shall give notice of the increase to all Noteholders at least fifteen days prior to the date the increased Conversion Ratio takes effect, and such notice shall state the increased Conversion Ratio and the period during which it will be in effect.

(i) No adjustment to the applicable Conversion Ratio is required: (i) upon the issuance of any shares of the Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in shares of the Common Stock under any plan; (ii) upon the issuance of any shares of the Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of, or assumed by, the Company or any of the Company's Subsidiaries; (iii) upon the issuance of any shares of the Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) of this subsection and outstanding as of the date the Notes were first issued; (iv) for a change in the par value of the Common Stock; (v) for accrued and unpaid interest; or (vi) for any transactions described in this Section 12.04 if Noteholders participate (as a result of holding the Notes, and at the same time as holders of Common Stock participate) in such transactions as if such Noteholders held a number shares of Common Stock equal to the Conversion Ratio at the time such adjustment would be required, multiplied by the principal amount (expressed in thousands) of Notes held by such Noteholder, without having to convert their Notes.

(j) All calculations and other determinations under this Article 12 shall be made by the Calculation Agent and shall be made to the nearest one-ten thousandth (1/10,000) of a share.

(k) No adjustment to the Conversion Ratio will be made if the adjustment would result in a change in the Conversion Ratio of less than 1%;. However, any adjustments that are less than 1% of the Conversion Ratio shall be carried forward and made, regardless of whether the aggregate adjustment is less than 1%, (i) upon any conversion of Notes, and (ii) on each Trading Day of any Calculation Period.

(l) Whenever the Conversion Ratio is adjusted as herein provided, the Company shall promptly file with the Trustee and any Conversion Agent an Officers' Certificate setting forth the Conversion Ratio after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Ratio and may assume without inquiry that the last Conversion Ratio of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Ratio setting forth the adjusted Conversion Ratio and the date on which each adjustment becomes effective and shall give notice of such adjustment of the Conversion Ratio to all Noteholders within ten days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(m) For purposes of this Section 12.04, the number of shares of Company Stock at any time outstanding shall not include shares of Common Stock held in the treasury of the Company so

long as the Company does not vote or pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company.

SECTION 12.05. *Effect of Reclassification, Consolidation, Merger or Sale*. Upon the occurrence of (i) any reclassification or change of the outstanding shares of Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination covered by Section 12.04(a)), (ii) any consolidation, merger, combination, split-off or binding share exchange involving the Company, or (iii) any sale or conveyance of all or substantially all of the property and assets of the Company and its Subsidiaries, taken as a whole, to any other Person, in each case as a result of which holders of the Common Stock shall be entitled to receive cash, securities or other property or assets (the "**Reference Property**") with respect to or in exchange for such Common Stock (any such event a "**Merger Event**"), then:

(d) The Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted under Section 9.01 providing for the conversion and settlement of the Notes as set forth in this Indenture. Such supplemental indenture shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 12. If, in the case of any Merger Event, the Reference Property includes shares of stock, other securities or other property or assets of a corporation other than the successor or purchasing corporation, as the case may be, in such Merger Event, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the foregoing, including to the extent practicable the provisions providing for the repurchase rights set forth in Article 13 herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 12.05, the Company shall promptly file with the Trustee an Officers' Certificate briefly stating the reasons therefor, the kind or amount of securities or property or assets (including cash or any combination thereof) that will comprise the Reference Property after any such Merger Event, any adjustment to be made with respect thereto and that all conditions precedent have been complied with. The Company shall cause notice of the execution of such supplemental indenture to be given to all Noteholders within twenty days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(e) Notwithstanding the provisions of Section 12.02(b), and subject to the provisions of Section 12.01 and Section 12.03, at and after the effective time of such Merger Event, (i) the Cash Settlement Amount shall be based upon Reference Property consisting of the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of the Common Stock equal to the Conversion Ratio immediately prior to such Merger Event would have owned or been entitled to receive upon such transaction (subject to Section 12.02), and (ii) the related Conversion Obligation shall be settled as set forth under clause (d) below, it being understood and agreed that for purposes of Section 12.01(b), references therein to "the Last Reported Sale Price of the Common Stock" shall be deemed at and after the effective time of such Merger Event to be references to "the Last Reported Sale Price of a unit of Reference Property comprised of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration" and references therein to "the Daily VWAP of the Common Stock" shall be deemed at and after the effective time of such Merger Event to be references to "the Daily VWAP of a unit of Reference Property

comprised of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration." The Company shall not become a party to any Merger Event unless its terms are consistent with this Section 12.05. None of the foregoing provisions shall affect the right of a holder of Notes to convert its Notes into cash, as set forth in Section 12.01 and Section 12.02 prior to the effective date of such Merger Event.

(f) With respect to each $200,000 principal amount of Notes surrendered for conversion after the effective date of any such Merger Event, the Company's Conversion Obligation shall be settled in cash in accordance with Section 12.02(a) as follows:

(A) the Company shall pay to the converting Noteholder cash in an amount, per $200,000 principal amount of Notes equal to the sum, as determined by the Calculation Agent, of the Daily Cash Settlement Amounts for each of the 50 consecutive Trading Days during the related Calculation Period, such Daily Cash Settlement Amounts determined as if the reference to "the Daily VWAP of the Common Stock" in the definition thereof were instead a reference to "the Daily VWAP of a unit of Reference Property comprised of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration";

(B) The Daily Cash Settlement Amounts shall be determined by the Calculation Agent promptly following the last day of the Calculation Period.

(C) For purposes of this Section 12.05, the "**Weighted Average Consideration**" shall mean the weighted average, as determined by the Calculation Agent, of the types and amounts of consideration received by the holders of the Common Stock entitled to receive cash, securities or other property or assets with respect to or in exchange for such Common Stock in any Merger Event who affirmatively make such an election.

(D) The Company shall notify the holders of the Notes of the Weighted Average Consideration as soon as practicable after the Weighted Average Consideration is determined.

(g) The above provisions of this Section shall similarly apply to successive Merger Events.

SECTION 12.06. *Responsibility of Trustee; Conversion Agent*. Neither the Trustee nor any Conversion Agent shall at any time be under any duty or responsibility to any Noteholder to determine the Conversion Ratio (or any adjustment thereto) or whether any facts exist that may require any adjustment (including any increase) of the Conversion Ratio, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. Neither the Trustee nor any Conversion Agent shall be accountable with respect to the amount of any cash that may at any time be issued or delivered upon the conversion of any Note; and neither the Trustee nor any Conversion Agent makes any representations with respect thereto. Neither the Trustee nor any Conversion Agent shall be responsible for any failure of the Company to pay any cash upon the surrender of any Note for the

purpose of conversion or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article. Without limiting the generality of the foregoing, neither the Trustee nor any Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 12.05 relating to the amount of cash receivable by Noteholders upon the conversion of their Notes after any event referred to in such Section 12.05 or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 7.01, may accept (without any independent investigation) as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate (which the Company shall be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto. Neither the Trustee nor the Conversion Agent shall be responsible for determining whether any event contemplated by Section 12.01(b) has occurred that makes the Notes eligible for conversion or no longer eligible therefor until the Company has delivered to the Trustee and the Conversion Agent the notices referred to in Section 12.01(b) with respect to the commencement or termination of such conversion rights, on which notices the Trustee and the Conversion Agent may conclusively rely, and the Company agrees to deliver such notices to the Trustee and the Conversion Agent immediately after the occurrence of any such event or at such other times as shall be provided for in Section 12.01(b).

SECTION 12.07. *Notice to Noteholders Prior to Certain* Actions. In case of any:

(a) action by the Company or one of its Subsidiaries that would require an adjustment in the Conversion Ratio pursuant to Section 12.04 or 12.08; or

(b) Merger Event; or

(c) voluntary or involuntary dissolution, liquidation or winding-up of the Company;

the Company shall cause to be filed with the Trustee and given to all Noteholders as promptly as possible but in any event at least twenty days prior to the applicable date hereinafter specified, a notice stating (i) the date on which a record is to be taken for the purpose of such action by or in respect of the Company or one of its Subsidiaries, or, if a record is not to be taken, the date as of which the holders of Common Stock of record are to be determined for the purposes of such action by the Company or one of its Subsidiaries, or (ii) the date on which such Merger Event, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such Merger Event, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such action by the Company or one of its Subsidiaries, Merger Event, dissolution, liquidation or winding-up.

SECTION 12.08. *Stockholder Rights Plans*. To the extent that the Company shall have a stockholder rights plan or another rights plan in effect in the future, if prior to the time of conversion, rights have separated from the shares of Common Stock in accordance with the provisions of the applicable stockholder rights agreement, the Conversion Ratio will be adjusted at the time of separation as if the Company has distributed to all holders of Common Stock, shares of the Company's Capital Stock, evidence of indebtedness or assets or property as provided in Section 12.04(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

ARTICLE 13
REPURCHASE OF NOTES AT OPTION OF HOLDERS

SECTION 13.01. *Repurchase at Option of* Noteholders *upon a Fundamental Change*. (1) If there shall occur a Fundamental Change at any time prior to the Maturity Date, then each Noteholder shall have the right, at such holder's option, to require the Company to repurchase for cash all of such holder's Notes, or any portion thereof that is an integral multiple of $200,000 principal amount, on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than twenty Business Days and not more than thirty-five Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**"), unless the Fundamental Change Repurchase Date is after an Interest Record Date and on or prior to the related Interest Payment Date, in which case interest accrued to the Interest Payment Date will be paid to holders of the Notes as of the preceding Interest Record Date and the Fundamental Change Repurchase Price payable to the holder surrendering the Note for repurchase pursuant to this Article 13 shall be equal to 100% of the principal amount of Notes subject to repurchase and will not include any accrued and unpaid interest. A Noteholder may require repurchase of a portion (less than all) of its Notes only if the Notes the Noteholder retains are in a Permitted Denomination. Repurchases of Notes under this Section 13.01 shall be made, at the option of the holder thereof, upon:

(i) delivery to the Paying Agent by a holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note as Exhibit D thereto on or prior to the close of business on the Business Day immediately preceding the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Paying Agent at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the office of the Paying Agent, such delivery being a condition to receipt by the holder of the Fundamental Change Repurchase Price therefor; *provided* that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 13.01 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $200,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture;

provided, *however*, that if the Notes are not in certificated form, the Fundamental Change Repurchase Notice must comply with the Applicable Procedures and the Paying Agent must receive such notice.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 13.01 shall be consummated by the payment of the Fundamental Change Repurchase Price pursuant to Section 13.03(a).

Notwithstanding anything herein to the contrary, any holder delivering to the Paying Agent the Fundamental Change Repurchase Notice contemplated by this Section 13.01 shall have the right to withdraw, in whole or in part, such Fundamental Change Repurchase Notice at any time prior to the close of business on the Business Day immediately preceding the Fundamental Change Repurchase Date in accordance with Section 13.02.

The Paying Agent shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof.

(f) On, or within the twenty calendar days after, the occurrence of the effective date of a Fundamental Change, the Company shall give notice to all Noteholders (the "**Fundamental Change Company Notice**") of the occurrence of, and the effective date of, the Fundamental Change and of the repurchase right at the option of the holders arising as a result thereof. The Company shall also deliver a copy of the Fundamental Change Company Notice to the Trustee, the Paying Agent and the Conversion Agent within five Business Days after the effective date of the Fundamental Change. Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the effective date of the Fundamental Change, and whether the Fundamental Change is a Make-Whole Fundamental Change, in which case the effective date of the Make-Whole Fundamental Change;

(iii) the Fundamental Change Repurchase Price;

(iv) the Fundamental Change Repurchase Date;

(v) that the holder must exercise the repurchase right on or prior to the close of business on the fifth Business Day immediately preceding the Fundamental Change Repurchase Date (the "**Fundamental Change Expiration Time**");

(vi) if applicable, the name and address of the Paying Agent and the Conversion Agent;

(vii) if applicable, the applicable Conversion Ratio, and any adjustments to the applicable Conversion Ratio;

(viii) if applicable, that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a holder may be converted only if the holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Indenture;

(ix) that the holder shall have the right to withdraw any Notes surrendered prior to the Fundamental Change Expiration Time; and

(x) the procedures that holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 13.01.

(g) Notwithstanding the foregoing, no Notes may be repurchased by the Company at the option of the holders upon a Fundamental Change if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Fundamental Change Repurchase Date (except in the case of an acceleration resulting from a Default by the Company in the payment of the Fundamental Change Repurchase Price with respect to such Notes).

(h) In connection with any purchase offer, the Company will:

(v) comply with the provisions of Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act, if required under the Exchange Act and if the Exchange Act is applicable,

(vi) file a Schedule TO or any successor or similar schedule, if required under the Exchange Act and if the Exchange Act is applicable, and

(vii) comply with any other applicable securities laws and regulations to the extent those laws and regulations are applicable in connection with any offer by the Company to purchase the Notes.

Notwithstanding anything to the contrary provided in this Indenture, compliance by the Company with Rule 13e-4, Rule 14e-1 and any other tender offer rule under the Exchange Act in accordance with clause (i) above or with the provisions of any other applicable securities laws or regulations in accordance with clause (iii) above, to the extent inconsistent with any other provision of this Indenture, will not, standing alone, constitute an Event of Default solely as a result of compliance by the Company with such rules.

Notwithstanding the foregoing the Company shall not be required to repurchase the Notes in accordance with this Section 13.01 if a third party makes an offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 13.01 and purchases all Notes validly tendered and not withdrawn under such purchase offer.

SECTION 13.02. *Withdrawal of Fundamental Change Repurchase Notice*. A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Corporate Trust Office of the Paying Agent in accordance with this Section 13.02 at any time prior to the close of business on the Business Day immediately preceding the Fundamental Change Repurchase Date, specifying:

(a) the certificate number, if any, of the Note in respect of which such notice of withdrawal is being submitted, or the appropriate Common Depositary information if the Note in respect of which such notice of withdrawal is being submitted is represented by a Global Note,

(b) the principal amount of the Note with respect to which such notice of withdrawal is being submitted, and

(c) the principal amount, if any, of such Note that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $200,000 or an integral multiple thereof;

provided, *however*, that if the Notes are not in certificated form, the withdrawal notice must comply with Applicable Procedures and the Paying Agent must receive such notice.

SECTION 13.03. *Deposit of Fundamental Change Repurchase Price*. (1) The Company will deposit with the Paying Agent no later than 10:00 a.m. London time one Business Day prior to the Fundamental Change Repurchase Date an amount of cash sufficient to repurchase all of the Notes to be repurchased at the appropriate Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Paying Agent, payment for Notes surrendered for repurchase (and not withdrawn prior to the Fundamental Change Expiration Time) will be made by the Paying Agent on the later of (i) the Fundamental Change Repurchase Date with respect to such Note (*provided* the holder has satisfied the conditions in Section 13.01) and (ii) the time of book-entry transfer or the delivery of such Note to the Paying Agent by the holder thereof in the manner required by Section 13.01 by mailing checks for the amount payable to the holders of such Notes entitled thereto as they shall appear in the Note Register, *provided*, *however*, that payments to the Common Depositary shall be made by wire transfer of immediately available funds to the account of the Common Depositary or its nominee. The Paying Agent shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(n) If by 10:00 a.m. London time one Business Day prior to the Fundamental Change Repurchase Date, the Paying Agent holds money sufficient to make payment on all the Notes or portions thereof that are to be repurchased as a result of the corresponding Fundamental Change, then (i) such Notes will cease to be outstanding, (ii) interest will cease to accrue on such Notes on and after the Fundamental Change Repurchase Date, and (iii) all other rights of the holders of such Notes will terminate (other than the right to receive the Fundamental Change Repurchase Price, and previously accrued but unpaid interest upon delivery of the Notes), whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Paying Agent. If any Note surrendered for repurchase is not paid on the Fundamental Change Repurchase Date because of the failure of the Company to comply with this Section 13.03, interest shall be paid on the overdue principal (and on overdue accrued and unpaid interest, if any (to the extent that payment of such interest is enforceable under applicable law)) at the rate provided in the Notes.

(o) Upon surrender of a Note that is to be repurchased in part pursuant to Section 13.01, the Company shall execute and the Trustee or any Authentication Agent shall, upon receipt of a Company Order, authenticate and deliver to the holder a new Note in an authorized denomination equal in principal amount to the unrepurchased portion of the Note surrendered.

ARTICLE 14
REDEMPTION AT THE OPTION OF THE COMPANY

SECTION 14.01. *Right of Redemption.* The Company may redeem the Notes in whole, but not in part, upon giving not less than 30 nor more than 60 calendar days prior written notice to the Holders, at a redemption price equal to 100% of the principal amount of Notes to be redeemed, together with accrued and unpaid interest, if any, thereon to, but excluding, the date set for the redemption of the Notes (the "**Redemption Date**") (subject to the rights of Noteholders on the relevant Interest Record Date to receive interest on the relevant Interest Payment Date) if 20% or less of the aggregate principal amount of the Notes originally issued under this Indenture remain outstanding.

SECTION 14.02. *Notice to Trustee.* The election of the Company to redeem any Notes shall be evidenced by or pursuant to a Board Resolution delivered to the Trustee at least five Business Days prior to giving notice of such redemption to Noteholders,

SECTION 14.03. *Redemption Notice*.

(h) Notice of redemption shall be given to all Noteholders at least 30 days but not more than 60 days before a Redemption Date.

The notice will identify the Notes to be redeemed and will state:

(i) the Redemption Date (which must be a Business Day);

(ii) the redemption price;

(iii) that on the Redemption Date, the redemption price will become due and payable upon the Notes, and that interest thereon, if any, shall cease to accrue on and after said date;

(iv) the place or places where such Notes are to be surrendered for payment of the redemption price;

(v) that Noteholders have a right to convert the Notes called for redemption upon satisfaction of the requirements set forth in the Indenture;

(vi) the time at which the Noteholders right to convert the Notes will expire; and

(vii) the ISIN or Common Code other similar numbers, if any, assigned to such Notes.

(i) A notice of redemption shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company; *provided* that the Company shall have delivered to the Trustee, at least five Business Days before the notice of redemption is required to be given to all Noteholders (or such shorter period agreed to by the Trustee), and upon any request an Officer's Certificate requesting that the Trustee give such notice and setting forth the complete form of such notice and the information to be stated in such notice.

(j) A notice of redemption shall be irrevocable.

(k) A notice of redemption, if given in the manner herein provided, shall be conclusively presumed to have been duly given, whether or not a Noteholders receives such notice. In any case, a failure to give such notice of redemption or any defect in the notice of redemption to the holder of any Notes shall not affect the validity of the proceedings for the redemption of any other Notes.

SECTION 14.04. *Deposit of Redemption Price*

(a) The Company will deposit with the Paying Agent no later than 10:00 a.m. London time one Business Day prior to the Redemption Date an amount of cash sufficient to pay the redemption price, together with accrued and unpaid interest, if any, thereon, on the Redemption Date.

(b) If by 10:00 a.m. London time one Business Day prior to the Redemption Date, the Paying Agent holds money sufficient to make payment on all the Notes to be redeemed and is not prohibited from paying such money to the Noteholders, then (i) such Notes will cease to be outstanding, (ii) interest will cease to accrue on such Notes on and after the Redemption Date, and (iii) all other rights of the holders of such Notes will terminate (other than the right to receive the redemption price, and

previously accrued but unpaid interest, if any, upon delivery of the Notes). If any Note called for redemption is not paid on the Redemption Date because of the failure of the Company to comply with this Section 14.04, interest shall be paid on the overdue principal (and on overdue accrued and unpaid interest, if any (to the extent that payment of such interest is enforceable under applicable law)) at the rate provided in the Notes. For the avoidance of doubt, the Paying Agent and the Trustee shall be held harmless and have no liability with respect to payments or disbursements to be made by the Paying Agent and Trustee (i) for which payment instructions are not made or that are not otherwise deposited by the respective times set forth in this Section 14.04, and (ii) until they have confirmed receipt of funds sufficient to make the relevant payment.

SECTION 14.05. *Restrictions on Redemption*. Notwithstanding the foregoing, no Notes may be redeemed if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Redemption Date (except in the case of an acceleration resulting from a Default by the Company in the payment of the redemption price with respect to such Notes).

ARTICLE 15
MISCELLANEOUS PROVISIONS

SECTION 15.01. *Provisions Binding on Company's Successors*. All the covenants, stipulations, promises and agreements of the Company contained in this Indenture shall bind its successors and assigns whether so expressed or not.

SECTION 15.02. *Official Acts by Successor Corporation*. Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or other entity that shall at the time be the lawful successor of the Company.

SECTION 15.03. *Addresses for Notices, Etc.* Any notice or communication that by any provision of this Indenture is required or permitted to be given or served by a party to the others is deemed to have been sufficiently given or made, for all purposes, if in writing and delivered in Person or by first class mail (registered or certified, return receipt requested), facsimile transmission or overnight air courier guaranteeing next day delivery, to the others' address: (i) if to or upon the Company, to QIAGEN N.V., . Spoorstraat 50, 5911 KJ Venlo, The Netherlands, with a copy (which shall not constitute notice) to Mintz Levin, One Financial Center, Boston, MA 02111, Facsimile No.: (617) 542-2241, Attention: Jonathan Kravetz, Esq; (ii) if to or upon the Trustee, to the Corporate Trust Office, (iii) if to the Paying Agent or the Conversion Agent, to Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom, Facsimile No.: +44 20 7547 6149, Attention: Debt & Agency Services ; and (iv) if to the Registrar or the Transfer Agent, to Deutsche Bank Luxembourg S.A., 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, Facsimile No.: +00 352 473 136.

The Company, the Trustee and the Agents, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to it by first class mail, postage prepaid, at its address as it appears on the Note Register and shall be sufficiently given to it if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice to holders by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event to be given to a holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to Euroclear and Clearstream for communication to entitled account holders.

SECTION 15.04. *Governing Law*. THIS INDENTURE AND EACH NOTE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED IN SUCH STATE.

SECTION 15.05. *Submission to Jurisdiction.* Each of the parties hereto irrevocably agrees that any suit, action or proceeding arising out of, related to, or in connection with this Indenture or the Notes or the transactions contemplated hereby may be instituted in any U.S. federal or state court located in the State and City of New York, Borough of Manhattan; irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding; and irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. The Company has appointed Corporation Services Company, 1133 Avenue of the Americas, New York, New York, 10036, as its authorized agent upon whom process may be served in any such suit, action or proceeding which may be instituted in any federal or state court located in the State of New York, Borough of Manhattan arising out of or based upon this Indenture, the Notes or the transactions contemplated hereby or thereby (the "**Authorized Agent**"). The Company expressly consents to the jurisdiction of any such court in respect of any such action and waives any other requirements of or objections to personal jurisdiction with respect thereto and waives any right to trial by jury. Such appointment shall be irrevocable unless and until replaced by an agent reasonably acceptable to the Trustee. The Company represents and warrants that the Authorized Agent has agreed to act as said agent for service of process, and the Company agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect as aforesaid. Service of process upon the Authorized Agent and written notice of such service to the Company shall be deemed, in every respect, effective service of process upon the Company.

SECTION 15.06. *Legal Holidays*. In any case where any Interest Payment Date, Fundamental Change Repurchase Date, Conversion Date, Redemption Date or Maturity Date is not a Business Day, then any action to be taken on such date need not be taken on such date, but may be taken on the next succeeding Business Day with the same force and effect as if taken on such date, and no interest or other amount shall accrue for the period from and after such date.

SECTION 15.07. *No Security Interest Created*. Nothing in this Indenture or in the Notes, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction.

SECTION 15.08. *Benefits of Indenture*. Nothing in this Indenture or in the Notes, expressed or implied, shall give to any Person, other than the parties hereto, any Paying Agent, any Conversion Agent, any Authentication Agent, any Note Registrar and their successors hereunder or the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 15.09. *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 15.10. *Authentication Agent*. The Trustee may appoint an Authentication Agent ("**Authentication Agent**") that shall be authorized to act on its behalf and subject to its direction in the authentication and delivery of Notes in connection with the original issuance thereof and transfers and exchanges of Notes hereunder, including under Section 2.04, Section 2.07, Section 2.08, Section 2.09, Section 9.04 and Section 13.03 as fully to all intents and purposes as though the Authentication Agent had been expressly authorized by this Indenture and those Sections to authenticate and deliver Notes. For all purposes of this Indenture, the authentication and delivery of Notes by the Authentication Agent shall be deemed to be authentication and delivery of such Notes "by the Trustee" and a certificate of authentication executed on behalf of the Trustee by an Authentication Agent shall be deemed to satisfy any requirement hereunder or in the Notes for the Trustee's certificate of authentication. Such Authentication Agent shall at all times be a Person eligible to serve as trustee hereunder pursuant to Section 7.09.

Any corporation or other entity into which any Authentication Agent may be merged or converted or with which it may be consolidated, or any corporation or other entity resulting from any merger, consolidation or conversion to which any Authentication Agent shall be a party, or any corporation or other entity succeeding to the corporate agency or corporate trust business of any Authentication Agent, shall be the successor of the Authentication Agent hereunder, if such successor corporation or other entity is otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the parties hereto or the Authentication Agent or such successor corporation or other entity.

Any Authentication Agent may at any time resign by giving written notice of resignation to the Trustee and to the Company. The Trustee may at any time terminate the agency of any Authentication Agent by giving written notice of termination to such Authentication Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authentication Agent shall cease to be eligible under this Section, the Trustee may appoint a successor Authentication Agent (which may be the Trustee), shall give written notice of such appointment to the Company and to all Noteholders.

The Company agrees to pay to the Authentication Agent from time to time reasonable compensation for its services on the terms agreed from time to time between the Company and the Authentication Agent.

The provisions of Section 7.02, Section 7.03, Section 7.04, Section 8.03 and this Section 15.10 shall be applicable to any Authentication Agent.

The Trustee hereby appoints Deutsche Bank Luxembourg S.A. as Authentication Agent and Deutsche Bank Luxembourg S.A. as Authentication Agent hereby accepts such appointment and the Company hereby confirms that such appointment is acceptable to it.

SECTION 15.11. *Execution in Counterparts*. This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 15.12. *Severability*. In the event any provision of this Indenture or in the Notes shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

SECTION 15.13. *Waiver of Jury Trial*. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 15.14. *Calculations; Calculation Agent*. Except as otherwise provided herein, the Calculation Agent will be responsible for making all calculations called for under this Indenture and the Notes. The Calculation Agent will make all these calculations in good faith and, absent manifest error, its calculations will be final and binding on Noteholders. The Calculation Agent will provide a schedule of its calculations to each of the Company, the Trustee and the Conversion Agent, and each of the Trustee and the Conversion Agent is entitled to rely conclusively upon the accuracy of its calculations without independent verification. The Trustee will forward the Calculation Agent's calculations to any Noteholder upon the request of that Noteholder. The Company shall procure that there will at all times be a Calculation Agent. The Calculation Agent may, subject to the provisions of any calculation agency agreement appointing the Calculation Agent, consult, at the expense of the Issuer, on any matter (including but not limited to, any legal matter), with any legal or other professional adviser it deems necessary and may rely upon any advice so obtained, and it shall not be liable and shall not incur any liability to the Company, the Trustee or the Noteholders in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion. The Company is entitled to appoint an alternative financial advisor with appropriate expertise as the Calculation Agent. Furthermore, the Company is entitled to terminate the appointment of the Calculation Agent. In the event of such termination or the Calculation Agent being unable or unwilling to continue to act in such capacity, the Company shall appoint another reputable institution that customarily serves in such capacities as the Calculation Agent. Each Noteholder, the Trustee and the Conversion Agent shall be sent written notice of the details of any such appointment or termination without undue delay.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the date first written above.

QIAGEN N.V.

By: /s/ Thomas Neidert
Name: Thomas Neidert
Title: Senior Director - Head of Global Treasury

DEUTSCHE TRUSTEE COMPANY LIMITED,
as Trustee

By: /s/ Miriam Keeler
Name: Miriam Keeler
Title: Associate Director

By: /s/ Tracey Dean
Name: Tracey Dean
Title: Associate Director

DEUTSCHE BANK AG, LONDON BRANCH
as Paying Agent and Conversion Agent

By: /s/ David Contino
Name: David Contino
Title: Vice President

By: /s/ Miriam Keeler
Name: Miriam Keeler
Title: Associate Director

DEUTSCHE BANK LUXEMBOURG S.A.,
as Note Registrar, Transfer Agent and Authentication Agent

By: /s/ Mark Langdon
Name: Mark Langdon
Title: Associate

By: /s/ David Contino
Name: David Contino
Title: Attorney

EXHIBIT A

[FORM OF FACE OF NOTE]

[THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY NAMED BELOW OR A NOMINEE OF THE DEPOSITORY. THIS SECURITY IS NOT EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED HEREIN AND IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THIS SECURITY AND THE INDENTURE. THE REGISTERED HOLDER HEREOF MAY BE TREATED BY THE COMPANY, THE TRUSTEE, THE AGENTS AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) PURSUANT TO AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE RIGHT OF EACH OF THE COMPANY, THE NOTE REGISTRAR AND THE TRUSTEE, PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (C) OR (D), TO REQUIRE DELIVERY OF A CERTIFICATE, OPINION OF COUNSEL OR OTHER INFORMATION SATISFACTORY TO IT. BY ITS ACCEPTANCE HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "U.S. PERSON" AND "UNITED STATES" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT. THE INDENTURE CONTAINS A PROVISION REQUIRING THE NOTE

[1] Include bracketed language in a Global Note.

REGISTRAR TO REFUSE TO REGISTER ANY TRANSFER OF THIS SECURITY IN VIOLATION OF THE FOREGOING.

THE RIGHTS ATTACHING TO THIS SECURITY, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE SECURITIES, ARE AS SPECIFIED IN THE INDENTURE.

QIAGEN N.V.

0.375% Senior Unsecured Convertible Notes due 2019

No. [_____] $[ ]

[Common Code:_____]

ISIN: _____

QIAGEN N.V., a company organized under the laws of The Netherlands (herein called the "**Company**," which term includes any successor corporation or other entity under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to [_____], or its registered assigns, the principal sum of [_____] Dollars, [as revised by the Schedule of Increases and Decreases in Global Note attached hereto,] on March 19, 2019 and interest thereon as set forth below.

The Company promises to pay interest on the principal amount of this Note at the rate of 0.375% per annum from [_____] until March 19, 2019. The Company will pay interest semi-annually on March 19 and September 19 of each year, commencing on [_____], to holders of record at the close of business on the preceding [March 18] and [September 18] (whether or not such day is a Business Day), respectively. Interest on the Note will accrue from the most recent date to which interest has been paid, or, if no interest has been paid on the Note, from [_____].

Payment of the principal of and accrued and unpaid interest on this Note shall be made at the office or agency of the Company maintained for that purpose, in such lawful money of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; provided, however, that any payment to the Common Depositary or its nominee shall be paid by wire transfer in immediately available funds in accordance with the wire transfer instruction supplied by the Common Depositary or its nominee from time to time to the Paying Agent.

Reference is made to the further provisions of this Note set forth on the reverse hereof, including, without limitation, provisions giving the holder of this Note the right to convert this Note into cash, on the terms and subject to the limitations set forth in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with and governed by the laws of said State applicable to contracts entered into and to be performed in such State.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized Authentication Agent under the Indenture.

[Remainder of page intentionally left blank]

[2] Include bracketed language in a Global Note.

[3] Replace with "March 4" in the case of definitive Notes.

[4] Replace with "September 4" in the case of definitive Notes.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

QIAGEN N.V.

By: _____
Name:
Title:

Dated:

CERTIFICATE OF AUTHENTICATION
[DEUTSCHE BANK LUXEMBOURG S.A., as Authentication Agent appointed by the Trustee], certifies that this is one of the Notes described in the within-named Indenture.

By: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

QIAGEN N.V.
0.375% Senior Unsecured Convertible Notes due 2019

This Note is one of a duly authorized issue of Notes of the Company, designated as its 0.375% Senior Unsecured Convertible Notes due 2019 (the "**Notes**"), initially limited to the aggregate principal amount of $430,000,000, all issued or to be issued under and pursuant to an Indenture dated as of March 19, 2014 (as such may be amended from time to time, the "**Indenture**"), between the Company and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Notes. Additional Notes may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Notes may be declared, by either the Trustee or the holders of not less than 25% in aggregate principal amount of Notes then outstanding, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions and certain exceptions set forth in the Indenture.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price, the redemption price on the Redemption Date and the principal amount on the Maturity Date, as the case may be, to the holder who surrenders a Note to a Paying Agent to collect such payments in respect of the Note. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the holders of the Notes, and in other circumstances, with the consent of the holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures modifying the terms of the Indenture and the Notes as described therein. It is also provided in the Indenture that, subject to certain exceptions, the holders of a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the holders of all of the Notes waive any past Default or Event of Default under the Indenture and its consequences.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid on this Note at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Notes shall be represented by one or more Global Notes in fully registered form without interest coupons in minimum denominations of $200,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations, without payment of any service charge but, if required by the Company or Trustee, with payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith as a result of the name of the

holder of the new Notes issued upon such exchange of Notes being different from the name of the holder of the old Notes surrendered for such exchange.

The Notes are not subject to redemption through the operation of any sinking fund.

Upon the occurrence of a Fundamental Change, the holder has the right, at such holder's option, to require the Company to repurchase for cash all of such holder's Notes or any portion thereof (in principal amounts of $200,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to the Fundamental Change Repurchase Price. A Noteholder may require repurchase of a portion (less than all) of its Notes only if the Notes the Noteholder retains are in a Permitted Denomination.

Subject to the provisions of the Indenture, the holder hereof has the right, at its option, during certain periods and upon the occurrence of certain conditions specified in the Indenture, prior to the close of business on the fifth Business Day immediately preceding the Maturity Date, to convert any Notes or portion thereof that is in principal amounts of $200,000 or integral multiples thereof into cash, at a Conversion Ratio specified in the Indenture, as adjusted from time to time as provided in the Indenture. A Noteholder may convert a portion (less than all) of its Notes only if the Notes the Noteholder retains are in a Permitted Denomination.

The Company may redeem the Notes in whole, but not in part, upon giving not less than 30 nor more than 60 calendar days prior written notice to the Noteholders, at a redemption price equal to 100% of the principal amount of Notes to be redeemed, together with accrued and unpaid interest, if any, thereon to, but excluding, the Redemption Date (subject to the rights of Noteholders on the relevant Interest Record Date to receive interest on the relevant Interest Payment Date) if 20% or less of the aggregate principal amount of the Notes originally issued under this Indenture remain outstanding.

Terms used in this Note and defined in the Indenture are used herein as therein defined.

ABBREVIATIONS

The following abbreviations, when used in the inscription of the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -as tenants in common	UNIF GIFT MIN ACT	
	_____ (Cust)	Custodian
TEN ENT -as tenants by the entireties	_____ (Minor)	
JT TEN -as joint tenants with right of survivorship and not as tenants in common	Uniform Gifts to Minors Act _____	(State)

Additional abbreviations may also be used
though not in the above list.

SCHEDULE OF INCREASES AND DECREASES IN GLOBAL NOTEQIAGEN N.V.
0.375% Senior Unsecured Convertible Notes due 2019

The initial principal amount of this Global Note is $[ ]. The following increases or decreases in this Global Note have been made:

Date	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Note Registrar
				–
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[5] For Global Notes only.

EXHIBIT B

[FORM OF NOTICE OF CONVERSION]

To: QIAGEN N.V.

Reference is made to the Indenture dated as of March 19, 2014 (as such may be amended from time to time, the "**Indenture**"), between QIAGEN N.V. and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent in respect of the0.375% Senior Unsecured Convertible Notes due 2019.

The undersigned registered owner of the Note hereby referred to exercises the option to convert such Note, or the portion thereof below designated (being $200,000 principal amount or an integral multiple thereof and a portion which does not result in the undersigned's ownership of Notes in other than a Permitted Denomination), into cash, in accordance with the terms of the Indenture, and directs that the cash due in respect of the Company's Conversion Obligation and any Notes representing any unconverted principal amount be delivered to the registered holder thereof (or as otherwise specified below).

Principal amount to be converted (if less than all): $_____,000

Identifying number of Notes: No. _____

[Details of the bank account to be credited with such cash as is required to be paid upon conversion:

(Name of bank) _____

(Address of bank) _____

(Account name) _____

(Account number) _____.]

[Registration of Notes representing any unconverted principal amount to be delivered other than to and in the name of the registered holder:

(Name) _____

(Address) _____.]

[6] Include, if relevant, in the case of definitive Notes.

[7] Include, if relevant, in the case of definitive Notes.

Dated: _____ _____

_____

Signature(s)

NOTICE: The above signature(s) of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

EXHIBIT C

[FORM OF CONFIRMATION OF CONVERSION]

To: [Deutsche Bank AG, London Branch, as Paying Agent]

Reference is made to the Indenture dated as of March 19, 2014 (as such may be amended from time to time, the "**Indenture**"), between QIAGEN N.V. and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent in respect of the 0.375% Senior Unsecured Convertible Notes due 2019.

This a Confirmation of Conversion pursuant to the Indenture. Further to the Notice of Conversion delivered to us by the Conversion Agent on [*date*] in respect of $_____,000 in principal amount of the 0.375% Senior Unsecured Convertible Notes due 2019, we hereby notify you that the following amounts are due to the registered holder thereof [(or as otherwise specified in the Notice of Conversion)] in satisfaction of the Company's Conversion Obligation on the settlement date specified below (which date is at least three Business Days following the date hereof), and you are hereby authorized and directed to make such payment to such registered holder [(or as otherwise specified in the Notice of Conversion)] on the settlement date to the extent of amounts that we deposit with you for that purpose no later than 10:00 a.m. London time prior to such settlement date in accordance with Section 12.02 of the Indenture.

Cash due in respect of Company's Conversion Obligation: $_____

Settlement date: _____

QIAGEN N.V.

By: _____
Name:
Title:

[6] Include, if relevant, in the case of definitive Notes.

[7] Include, if relevant, in the case of definitive Notes.

EXHIBIT C

[FORM OF CONFIRMATION OF CONVERSION]

To: [Deutsche Bank AG, London Branch, as Paying Agent]

Reference is made to the Indenture dated as of March 19, 2014 (as such may be amended from time to time, the "**Indenture**"), between QIAGEN N.V. and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent in respect of the 0.375% Senior Unsecured Convertible Notes due 2019.

This a Confirmation of Conversion pursuant to the Indenture. Further to the Notice of Conversion delivered to us by the Conversion Agent on [*date*] in respect of $_____,000 in principal amount of the 0.375% Senior Unsecured Convertible Notes due 2019, we hereby notify you that the following amounts are due to the registered holder thereof [(or as otherwise specified in the Notice of Conversion)] in satisfaction of the Company's Conversion Obligation on the settlement date specified below (which date is at least three Business Days following the date hereof), and you are hereby authorized and directed to make such payment to such registered holder [(or as otherwise specified in the Notice of Conversion)] on the settlement date to the extent of amounts that we deposit with you for that purpose no later than 10:00 a.m. London time prior to such settlement date in accordance with Section 12.02 of the Indenture.

Cash due in respect of Company's Conversion Obligation: $_____

Settlement date: _____

QIAGEN N.V.

By: _____
Name:
Title:

[6] Include, if relevant, in the case of definitive Notes.

[7] Include, if relevant, in the case of definitive Notes.

EXHIBIT C

[FORM OF CONFIRMATION OF CONVERSION]

To: [Deutsche Bank AG, London Branch, as Paying Agent]

Reference is made to the Indenture dated as of March 19, 2014 (as such may be amended from time to time, the "**Indenture**"), between QIAGEN N.V. and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent in respect of the 0.375% Senior Unsecured Convertible Notes due 2019.

This a Confirmation of Conversion pursuant to the Indenture. Further to the Notice of Conversion delivered to us by the Conversion Agent on [*date*] in respect of $_____,000 in principal amount of the 0.375% Senior Unsecured Convertible Notes due 2019, we hereby notify you that the following amounts are due to the registered holder thereof [(or as otherwise specified in the Notice of Conversion)] in satisfaction of the Company's Conversion Obligation on the settlement date specified below (which date is at least three Business Days following the date hereof), and you are hereby authorized and directed to make such payment to such registered holder [(or as otherwise specified in the Notice of Conversion)] on the settlement date to the extent of amounts that we deposit with you for that purpose no later than 10:00 a.m. London time prior to such settlement date in accordance with Section 12.02 of the Indenture.

Cash due in respect of Company's Conversion Obligation: $_____

Settlement date: _____

QIAGEN N.V.

By: _____
Name:
Title:

[6] Include, if relevant, in the case of definitive Notes.

[7] Include, if relevant, in the case of definitive Notes.

Exhibit 2.8

EXECUTION VERSION

QIAGEN N.V.
as Issuer

DEUTSCHE TRUSTEE COMPANY LIMITED
as Trustee

DEUTSCHE BANK AG, LONDON BRANCH
as Paying Agent and Conversion Agent

and

DEUTSCHE BANK LUXEMBOURG S.A.
as Note Registrar, Transfer Agent and Authentication Agent

INDENTURE

Dated as of March 19, 2014

0.875% Senior Unsecured Convertible Notes due 2021

EXHIBITS

INDENTURE dated as of March 19, 2014 among QIAGEN N.V., as issuer (the "**Company**"), and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar and Authentication Agent.

W I T N E S S E T H:

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issue of its 0.875% Senior Unsecured Convertible Notes due 2021 (hereinafter sometimes called the "**Notes**"), initially in an aggregate principal amount not to exceed $300,000,000, and in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Form of Note, the certificate of authentication to be borne by each Note, the Form of Notice of Conversion, the Form of Confirmation of Conversion, the Form of Fundamental Change Repurchase Notice and the Form of Assignment and Transfer to be borne by the Notes are to be substantially in the forms hereinafter provided for; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee or a duly authorized Authentication Agent, the valid, binding and legal obligations of the Company, and to constitute a valid agreement according to its terms, have been done and performed, and the execution of this Indenture and the issue hereunder of the Notes have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in order to declare the terms and conditions upon which the Notes are, and are to be, authenticated, issued and delivered, and in consideration of the premises and of the purchase and acceptance of the Notes by the holders thereof, each party agrees for the benefit of the other parties and the Company and Trustee agree for the equal and proportionate benefit of the respective holders from time to time of the Notes (except as otherwise provided below), as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01. Definitions. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01. The words "herein," "hereof," "hereunder," and words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"**Agent**" means any Note Registrar, Transfer Agent, Conversion Agent, Authentication Agent or Paying Agent (including the initial Paying Agent and any additional Paying Agents).

"**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person means the power to direct or cause the direction of the management and policies of such Person, directly or

indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Applicable Procedures**" means, with respect to any conversion of, transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of Euroclear and Clearstream that apply to such conversion, transfer or exchange at the relevant time.

"**Authorized Director**" means, with respect to the Company, each managing director, individually and any other individual granted authority to act on behalf of the Company pursuant to a power of attorney.

"**Authentication Agent**" has the meaning set forth in Section 15.10.

"**Bankruptcy Law**" means the Netherlands Bankruptcy Act (*Faillissementswet*) , as now and hereafter in effect, or any successor statute, or the laws of any other jurisdiction or any political subdivision thereof relating to bankruptcy, insolvency, receivership, winding up, liquidation, reorganization or relief of debtors, or any similar foreign law relating to bankruptcy, insolvency, receivership, winding up, liquidation, reorganization or relief of debtors or any amendments to, succession to or change in any such law.

"**Board of Directors**" means the Supervisory Board or the Managing Board.

"**Board Resolution**" means a copy of a resolution certified by the Chairman or the Secretary of the Board of Directors to have been duly adopted by the Board of Directors, and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in New York City, London, Amsterdam and Frankfurt and (in relation to any date for the payment or purchase of a currency other than U.S. dollars) the principal financial center of the country of that currency.

"**Calculation Agent**" means Conv-Ex Advisors Limited.

"**Calculation Period**" means, with respect to any Note surrendered for conversion: (i) if the relevant Conversion Date falls within the Contingent Conversion Period, the period of 50 consecutive Trading Days period beginning on, and including, the second Trading Day immediately following the Conversion Date; and (ii) if the relevant Conversion Date falls after the last Business Day of the Contingent Conversion Period, the period of 50 consecutive Trading Days beginning on, and including, the 55th Scheduled Trading Day immediately preceding the Maturity Date.

"**Capital Stock**" means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) share capital issued by that entity.

"**Cash Settlement Amount**" has the meaning specified in Section 12.02(a).

"**Clause A Distribution**" shall have the meaning specified in Section 12.04(c).

"**Clause B Distribution**" shall have the meaning specified in Section 12.04(c).

"**Clause C Distribution**" shall have the meaning specified in Section 12.04(c).

"**Clearstream**" means Clearstream Banking, *société anonyme*.

"**close of business**" means 5:00 p.m. (London time), except as concerns any adjustment to the Conversion Ratio contemplated by Section 12.04 (other than Section 12.04(g)), in which case such term shall mean the close of trading on the Relevant Exchange.

"**Commission**" means the Securities and Exchange Commission.

"**Common Depositary**" means, with respect to the Global Notes, a depositary common to Euroclear and Clearstream, being initially Deutsche Bank AG, London Branch, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Indenture, and thereafter, "Common Depositary" shall mean or include such successor.

"**Common Equity**" of any Person means Capital Stock of such Person that is generally entitled (a) to vote in the election of directors of such Person or (b) if such Person is not a corporation, to vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

"**Common Stock**" means, subject to Section 12.04 and Section 12.05, ordinary shares of Capital Stock of the Company, par value €0.01 per share.

"**Company**" means QIAGEN N.V., a company organized under the laws of The Netherlands, and subject to the provisions of Article 10, shall include its successors and assigns.

"**Company Order**" means a written request or order signed in the name of the Company by an Authorized Director and delivered to the Trustee or an Authentication Agent.

"**Contingent Conversion Period**" means any time on or after the open of business on April 29, 2014 and prior to the close of business on the Business Day immediately preceding September 19, 2020.

"**Conversion Agent**" shall have the meaning specified in Section 2.05.

"**Conversion Date**" shall have the meaning specified in Section 12.02(c).

"**Conversion Obligation**" shall have the meaning specified in Section 12.01(a).

"**Conversion Price**" means, as of any date, $200,000, *divided by* the Conversion Ratio as of such date.

"**Conversion Ratio**" shall have the meaning specified in Section 12.01(a).

"**Conversion Trigger Price**" shall have the meaning specified in Section 12.01.

"**Corporate Trust Office**" means the office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at Deutsche Trustee Company Limited, Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom, Facsimile No.: +44 20 7547 6149, Attn: The Managing Director, or such other address as the

Trustee may designate from time to time by notice to the Noteholders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Noteholders and the Company).

"**Daily Cash Settlement Amount**" means, for each consecutive Trading Day during the Calculation Period, one 50th (1/50th) of the product of (i) the applicable Conversion Ratio on such Trading Day and (ii) the Daily VWAP of the Common Stock on such Trading Day, as determined by the Calculation Agent.

"**Daily VWAP**" for the Common Stock, in respect of any Trading Day, means the per share volume-weighted average price of the Common Stock as displayed on Bloomberg page "QGEN US <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled opening of trading of the primary trading session on the Relevant Exchange until the scheduled close of trading of the primary trading session on the Relevant Exchange on such Trading Day (or if such volume-weighted average price is unavailable on any such Trading Day, the market value of one share of the Common Stock on such Trading Day as determined by the Calculation Agent using a volume-weighted average price method) and will be determined without regard to after-hours trading or any other trading outside of the regular trading session. For the avoidance of doubt, in calculating the "Daily VWAP" while the Relevant Exchange is the NASDAQ Global Select Market, the Calculation Agent shall enter "09:30" (Local Time) as the start time input for the scheduled opening of trading and "16:00" (Local Time) as the end time input for the scheduled close of trading of the primary trading session (or such other time inputs as changes to market practice after the original issuance of the Notes may dictate, as determined by the Calculation Agent in its sole discretion) on the aforementioned Bloomberg page.

"**Default**" means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

"**Defaulted Interest**" means any interest on any Note that is payable, but is not punctually paid or duly provided for, on any March 19 or September 19 of each year, beginning September 19, 2014.

"**Distributed Property**" shall have the meaning specified in Section 12.04(c).

"**Effective Date**" shall have the meaning specified in Section 12.03(a).

"**Euroclear**" means Euroclear Bank SA/NV.

"**European Union**" means the European Union as of January 1, 2004, including the countries of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden and the United Kingdom, but not including any country which became a member of the European Union after January 1, 2004.

"**Event of Default**" shall have the meaning specified in Section 6.01.

"**Ex-Dividend Date**" means, with respect to any issuance, dividend or distribution in which the holders of Common Stock have the right to receive any cash, securities or other property, the first date on which the shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Expiration Date**" shall have the meaning specified in Section 12.04(e).

"**Expiration Time**" shall have the meaning specified in Section 12.04(e).

"**Fiscal Quarter**" means a fiscal quarter of any Fiscal Year.

"**Fiscal Year**" means a fiscal year of the Company.

"**Foundation**" means the Stichting Preferente Aandelen QIAGEN.

"**Fundamental Change**" means the occurrence after the original issuance of the Notes of any of the following events:

(a) any "person" or "group" (within the meaning of Section 13(d) of the Exchange Act), other than the Company or its Subsidiaries or (solely as concerns preference shares, and not, for the avoidance of doubt, Common Stock) the Foundation, has become the direct or indirect ultimate "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Company's Common Equity representing more than 50% of the voting power of the Company's Common Equity;

(b) the consummation of (i) any recapitalization, reclassification or change of the outstanding shares of Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination) as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets; (ii) any share exchange, exchange offer, tender offer, consolidation or merger of the Company pursuant to which the Common Stock will be converted into cash, securities or other property or (iii) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one or more of the Company's Subsidiaries (any such exchange, offer, consolidation, merger, transaction or series of transactions being referred to herein as an "event"); *provided*, *however*, that (x) any such event where the holders of the Company's Common Equity immediately prior to such event, own, directly or indirectly, more than 50% of the voting power of all classes of Common Equity of the continuing or surviving person or transferee or the parent thereof immediately after such event with such holders' proportional voting power immediately after such event being in substantially the same proportions as their respective voting power before such event shall not be a Fundamental Change and (y) any merger solely for the purpose of changing the Company's jurisdiction of incorporation and resulting in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into common shares of the surviving entity and where the holders' proportional voting power immediately after such event is in substantially the same proportions as their respective voting power before such event shall not be a Fundamental Change;

(c) the stockholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; or

(d) the Common Stock (or any common stock then underlying the Notes) ceases to be listed or admitted to trading, as the case may be, on (or the relevant exchange announces that, pursuant to the rules of such exchange, such Common Stock (or common stock, as the case may be) will cease to be listed on) The NASDAQ Global Select Market for any reason and is not (or will not be) immediately

re-listed, (and fails (or will fail) to continue to be listed) on any of the New York Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market, the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market) or Euronext (Paris or Amsterdam);

provided, *however*, that (i) no transaction or event described in clause (a) or (b) above will constitute a Fundamental Change if at least 90% of the consideration, excluding cash payments for fractional shares and cash payments made in respect of dissenters' appraisal rights, if any, in the transaction or event that would otherwise have constituted the Fundamental Change consists of Publicly Traded Securities, and as a result of the event, the Notes become convertible (pursuant to the terms of this Indenture) into cash by reference to such consideration, excluding cash payments for fractional shares (subject to the provisions of Section 12.02(a)); and (ii) if any preference shares issued to the Foundation are later redeemed upon order of a court, or at the initiative of the Foundation or the Company, and the circumstances which would have constituted a Fundamental Change under (a) above but for the exercise of the Foundation's option continue to exist, then a Fundamental Change shall be deemed to have occurred as of the date of the redemption of such preference shares.

For purposes of this definition, whether a "**person**" is a "**beneficial owner**" shall be determined in accordance with Rule 13d-3 under the Exchange Act (except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time) and "person" includes any syndicate or group that would be deemed to be a "person" under Section 13(d)(3) of the Exchange Act.

After any transaction in which the Common Stock is replaced by the securities of another entity pursuant to Section 12.05, should one occur, following completion of any related Make-Whole Fundamental Change Period and any related Fundamental Change Repurchase Date, references to the Company in the definition of "Fundamental Change" above will apply to such other entity instead. For the avoidance of doubt, no calculation or determination in relation to this definition shall be a duty or obligation of the Trustee or any Agent.

"**Fundamental Change Company Notice**" shall have the meaning specified in Section 13.01(b).

"**Fundamental Change Expiration Time**" shall have the meaning specified in Section 13.01(b)(v).

"**Fundamental Change Repurchase Date**" shall have the meaning specified in Section 13.01(a).

"**Fundamental Change Repurchase Notice**" shall have the meaning specified in Section 13.01(a)(i).

"**Fundamental Change Repurchase Price**" shall have the meaning specified in Section 13.01(a).

"**Global Note**" shall have the meaning specified in Section 2.07(b).

"**Indenture**" means this instrument as originally executed or, if amended or supplemented as herein provided, as so amended or supplemented.

"**Indirect Participant**" means a Person who holds a beneficial interest in a Global Note through a Participant.

"**Interest Payment Date**" means each March 19 and September 19 of each year beginning with September 19, 2014; *provided*, *however*, that if any Interest Payment Date falls on a date that is not a Business Day, such payment of interest (or principal in the case of the Maturity Date) will be postponed until the next succeeding Business Day, and no interest or other amount will be paid as a result of such postponement.

"**Interest Record Date**," with respect to any Interest Payment Date, shall mean, with respect to any Global Notes, March 18 or September 18 (whether or not such day is a Business Day) immediately preceding the relevant Interest Payment Date, respectively, and, with respect to any definitive Notes, March 4 or September 4 (whether or not such day is a Business Day) immediately preceding the relevant Interest Payment Date, respectively.

"**Last Reported Sale Price**" of the Common Stock on any date means the closing sale price per share (or if no closing sale price is reported, the arithmetic average of the last bid and last ask prices or, if more than one in either case, the arithmetic average of the arithmetic average of the last bid and the arithmetic average of the last ask prices, as determined by the Calculation Agent) on that date as reported in composite transactions on the Relevant Exchange. The Last Reported Sale Price will be determined without reference to after-hours or extended market trading. If the Common Stock is not listed on a Relevant Exchange on the relevant date, then the "Last Reported Sale Price" of the Common Stock will be the last quoted bid price for the Common Stock in the over-the-counter market on the relevant date as reported by the OTC Markets Group, Inc. or similar organization. If the Common Stock is not so quoted, the "Last Reported Sale Price" of the Common Stock will be determined by the Calculation Agent.

"**Local Time**" means the local time where the Relevant Exchange is located.

"**Make-Whole Conversion Ratio Adjustment**" shall have the meaning specified in Section 12.03(a).

"**Make-Whole Fundamental Change**" means any transaction or event that constitutes a Fundamental Change (determined without regard to the *proviso* in clause (b)(x) of such definition). For the avoidance of doubt, the *proviso* following clause (d) of the definition of "Fundamental Change" shall be given full effect for purposes of the preceding sentence.

"**Make-Whole Fundamental Change Period**" shall have the meaning specified in Section 12.03(a).

"**Managing Board**" means the managing board (*raad van bestuur*) of the Company or a committee of such board duly authorized to act for it hereunder.

"**Market Disruption Event**" means (a) a failure by Relevant Exchange to open for trading during its regular trading session or (b) the occurrence or existence, prior to 1:00 p.m., Local Time, on any Trading Day for the Common Stock, of an aggregate one half-hour period of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or quotation system or otherwise) in the Common Stock or in any options, contracts or futures contracts relating to the Common Stock.

"**Material Subsidiary**'' means a Subsidiary of the Company that, on a non-consolidated basis, has combined third-party revenues (from non-affiliated parties) prepared in accordance with accounting principles generally accepted in the United States, in excess of 5% of the consolidated revenues of the Company for the most recently completed fiscal year.

"**Maturity Date**" means March 19, 2021.

"**Measurement Period**" shall have the meaning specified in Section 12.01(b)(i).

"**Merger Event**" shall have the meaning specified in Section 12.05.

"**Note**" or "**Notes**" shall mean any note or notes, as the case may be, authenticated and delivered under this Indenture.

"**Noteholder**" or "**holder**," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), shall mean any person in whose name at the time a particular Note is registered on the Note Register.

"**Note Register**" shall have the meaning specified in Section 2.07(a).

"**Note Registrar**" shall have the meaning specified in Section 2.07(a).

"**Notice of Conversion**" shall have the meaning specified in Section 12.02(b).

"**Officer**" means, with respect to the Company, any member of the Managing Board the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary, or any other person performing similar functions.

"**Officers' Certificate**" means a certificate signed by two Officers of the Company duly authorized to represent the Company, one of whom must be the Chief Executive Officer, the Chief Financial Officer or the principal accounting officer of the Company.

"**Open Market**" means the open market segment (*Freiverkehr*) of the Frankfurt Stock Exchange.

"**open of business**" or "**opening of business**" means 9:00 a.m. (London time), except as concerns any adjustment to the Conversion Ratio contemplated by Section 12.04 (other than Section 12.04(g)), in which case such terms shall mean the open of trading on the Relevant Exchange.

"**Opinion of Counsel**" means an opinion in writing signed by legal counsel, who may be an employee of or counsel to the Company, or other counsel acceptable to the Trustee, that is delivered to the Trustee in a form satisfactory to the Trustee. Each such opinion shall include the statements provided for in Section 15.05 if and to the extent required by the provisions of such Section.

"**outstanding**," when used with reference to Notes, shall, subject to the provisions of Section 8.04, mean, as of any particular time, all Notes authenticated and delivered by the Trustee under this Indenture, except:

(a) Notes theretofore canceled by the Trustee or accepted by the Trustee for cancellation;

(b) Notes that have been paid pursuant to Section 2.10 or Notes in lieu of which, or in substitution for which, other Notes shall have been authenticated and delivered pursuant to the terms of Section 2.08 unless proof satisfactory to the Trustee is presented that any such Notes are held by protected purchasers in due course;

(c) Notes that have become due and payable, whether at the Maturity Date, any Fundamental Change Repurchase Date, any Redemption Date, upon conversion or otherwise, for which the Company has deposited cash with the Trustee or the Paying Agent or paid cash to Noteholders (solely to satisfy the Company's Conversion Obligation, if applicable), sufficient to pay all of the outstanding Notes and all other sums due payable under this Indenture by the Company; *provided* that, if such Notes are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(d) Notes converted pursuant to Article 12.

"**Participant**" means a Person who has an account with Euroclear or Clearstream.

"**Paying Agent**" shall have the meaning specified in Section 2.05.

"**Permitted Denominations**" shall have the meaning specified in Section 2.03.

"**Person**" means an individual, a corporation, a limited liability company, an association, a partnership, a joint venture, a joint stock company, a trust, an unincorporated organization or a government or an agency or a political subdivision thereof.

"**Predecessor Note**" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.06 in lieu of or in exchange for a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note that it replaces.

"**Publicly Traded Securities**" means shares of common stock that are traded on a U.S. national securities exchange or on the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market), Euronext (Paris or Amsterdam), or that will be so traded when issued or exchanged in connection with a Fundamental Change described in clause (a) or (b) of the definition thereof.

"**Record Date**" shall have the meaning specified in Section 12.04(f).

"**Redemption Date**" shall have the meaning specified in Section 13.02.

"**Reference Property**" shall have the meaning specified in Section 12.05.

"**Regulation S Legend**" shall have the meaning set forth in Section 2.07.

"**Resale Restriction Termination Date**" shall have the meaning set forth in the Regulation S Legend.

"**Responsible Officer**" means, when used with respect to the Trustee, any officer of the Trustee, including any director, associate director, vice president, assistant vice president, assistant

secretary or any other officer of the Trustee, who shall have direct responsibility for the administration of this Indenture or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject.

"**Regulation S**" means Regulation S promulgated under the Securities Act.

"**Relevant Exchange**" means The NASDAQ Global Select Market or, if the Common Stock is not then listed or admitted to trading on such exchange, the principal U.S. national securities exchange on which the Common Stock is listed or traded, or, if the Common Stock is not then listed or admitted to trading on a U.S. national securities exchange, the principal exchange as between the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market) and the Euronext (Paris or Amsterdam) on which the Common Stock is then listed or traded.

"**Relevant Indebtedness**" means any indebtedness for borrowed money in the form of or represented by, bonds, notes, debentures or other securities which, in each case, are to be quoted or listed, or are ordinarily dealt in or traded, on any stock exchange, over-the-counter or other securities market (whether or not initially distributed by way of private placement), but excluding any such indebtedness which has a stated maturity not exceeding one year.

"**Rule 903**" means Rule 903 promulgated under the Securities Act.

"**Rule 904**" means Rule 904 promulgated under the Securities Act.

"**Scheduled Trading Day**" means any day that is scheduled to be a Trading Day.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Spin-Off**" shall have the meaning specified in Section 12.04(c)(i).

"**Stock Price**" means (a) in the case of a Make-Whole Fundamental Change described in clause (b) of the definition of Fundamental Change in which holders of Common Stock receive solely cash consideration in connection with such Make-Whole Fundamental Change, the amount of cash paid per share of the Common Stock and (b) in the case of all other Make-Whole Fundamental Changes, the arithmetic average of the Last Reported Sale Prices per share of Common Stock over the period of five consecutive Trading Days ending on, and including, the Trading Day immediately preceding the Effective Date of such Make-Whole Fundamental Change, as determined by the Calculation Agent. The Calculation Agent will make appropriate adjustments, in its good faith determination, to account for any adjustment to the Conversion Ratio that becomes effective, or any event requiring an adjustment to the Conversion Ratio where the Ex-Dividend Date of the event occurs, during such five consecutive Trading Day period.

"**Subsidiary**" means (a)with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person; (ii) such Person and one or more Subsidiaries of such Person; or (iii) one or more Subsidiaries of such Person or (b) a subsidiary within the meaning of Article 2:24a of the Dutch Civil Code.

"**Successor Company**" shall have the meaning specified in Section 10.01(a).

"**Supervisory Board**" means the supervisory board (*raad van commissarissen*) of the Company or a committee of such board duly authorized to act for it hereunder.

"**Trading Day**" means a day during which trading in the Common Stock generally occurs on the Relevant Exchange and there is no Market Disruption Event. If the Common Stock (or other security for which a Last Reported Sale Price or Daily VWAP must be determined) is not so traded or quoted, "**Trading Day**" means "**Business Day**."

"**Trading Price**" of the Notes on any date of determination means the arithmetic average of the secondary market bid quotations obtained by the Calculation Agent for $2.0 million principal amount of Notes (expressed as a price per $200,000 principal amount) at approximately 3:30 pm (Local Time), on such determination date from two independent investment banking firms of international repute selected by the Calculation Agent for this purpose; *provided* that if two such bids cannot reasonably be obtained by the Calculation Agent, but one such bid is obtained, then that one bid shall be used. If the Calculation Agent cannot reasonably obtain at least one bid for $2.0 million principal amount of Notes from an independent investment banking firm of international repute, then the Trading Price per $200,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the applicable Conversion Ratio.

"**Trigger Event**" shall have the meaning specified in Section 12.04(c).

"**Trustee**" means the Person named as the "Trustee" in the first paragraph of this Indenture, in its capacity as trustee, until a successor or assignee shall have become Trustee pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean or include each Person who is then a Trustee hereunder.

"Valuation Period" shall have the meaning specified in Section 12.04(c).

"**Weighted Average Consideration**" shall have the meaning specified in Section 12.05.

ARTICLE 2
ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

SECTION 2.01. *Designation and Amount*. The Notes shall be designated as the 0.875% Senior Unsecured Convertible Notes due 2021. The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is initially limited to $300,000,000, subject to Section 2.12 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.07, Section 2.08, Section 2.09, Section 2.11, Section 12.02 and Section 13.03 hereof.

SECTION 2.02. *Form of Notes*. The Notes and the Trustee's or the Authentication Agent's certificate of authentication to be borne by such Notes shall be substantially in the respective forms set forth in Exhibit A, which are incorporated in and made a part of this Indenture. Notes offered and sold in reliance on Regulation S shall be issued initially in the form of a Global Note, which shall be deposited with the Common Depositary, and registered in the name of the Common Depositary or its

nominee, as the case may be, duly executed by the Company and authenticated by the Trustee or any Authentication Agent as hereinafter provided.

Any Global Note may be endorsed with or have incorporated in the text thereof such legends or recitals or changes not inconsistent with the provisions of this Indenture as may be required by the Common Depositary, any regulatory body or as may be required to comply with any applicable law or any regulation thereunder or with the rules and regulations of any securities exchange or automated quotation system upon which the Notes may be listed or traded or designated for issuance or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Notes are subject.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the Officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any relevant exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, redemptions, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby shall be made by the Note Registrar in such manner and upon instructions given by the holder of such Notes in accordance with this Indenture. Payment of principal (including any Fundamental Change Repurchase Price or redemption price) and accrued and unpaid interest on a Global Note shall be made to the holder of such Note on the date of payment, unless a record date or other means of determining holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto shall constitute, and are hereby expressly made, a part of this Indenture and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

SECTION 2.03. *Date and Denomination of Notes*. The Notes shall be represented by one or more Global Notes in fully registered form (and in limited circumstances, by notes in definitive form as described in Section 2.05 below) without interest coupons in minimum denominations of $200,000 principal amount and integral multiples thereof ("**Permitted Denominations**"). Each Note shall be dated the date of its authentication.

SECTION 2.04. *Execution, Authentication and Delivery of Notes*. The Notes shall be signed in the name and on behalf of the Company by the manual or facsimile signature of any Officer.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Notes executed by the Company to the Trustee or an Authentication Agent for authentication, together with a Company Order for the authentication and delivery of such Notes, which order shall set forth the number of separate Note certificates, the principal amount of each of the Notes to

be authenticated, the date on which the original issue of Notes is to be authenticated, the registered holders of the said Notes and delivery instructions, and the Trustee or Authentication Agent in accordance with such Company Order shall authenticate and deliver such Notes, without any further action by the Company hereunder.

Only such Notes as shall bear thereon a certificate of authentication substantially in the form set forth on the form of Note attached as Exhibit A hereto, executed manually by an authorized officer of the Trustee or an Authentication Agent, shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. Such certificate by the Trustee or an Authentication Agent upon any Note executed by the Company shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered hereunder and that the holder is entitled to the benefits of this Indenture.

In case any Officer of the Company who shall have signed any of the Notes shall cease to be such Officer before the Notes so signed shall have been authenticated and delivered by the Trustee or an Authentication Agent, or disposed of by the Company, such Notes nevertheless may be authenticated and delivered or disposed of as though the person who signed such Notes had not ceased to be such Officer of the Company; and any Note may be signed on behalf of the Company by such persons as, at the actual date of the execution of such Note, shall be the proper Officers of the Company, although at the date of the execution of this Indenture any such person was not such an Officer.

SECTION 2.05. *Paying Agent, Conversion Agent, Note Registrar and Transfer Agent.* The Company will maintain one or more Paying Agents for the Notes in the City of London (each, a "**Paying Agent**"). The Company will also maintain a conversion agent (the "**Conversion Agent**"). In addition, the Company undertakes to maintain a Paying Agent in a European Union member state that will not be obligated to withhold or deduct tax pursuant to the European Union Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN meeting of 26 and 27 November 2000 regarding the taxation of savings income (the "**Directive**"), or any law implementing or complying with or introduced in order to conform to, such Directive. The initial Paying Agent and Conversion Agent will be Deutsche Bank AG, London Branch and Deutsche Bank AG, London Branch in its capacities as Paying Agent and Conversion Agent, hereby accepts such appointment.

The Company will also maintain a registrar ("**Note Registrar**") and a transfer agent in Luxembourg (the "**Transfer Agent**"). The initial Note Registrar and initial Transfer Agent will be Deutsche Bank Luxembourg S.A. The terms "Note Registrar" and "Transfer Agent" include any co-registrars and additional transfer agents, as applicable. The Note Registrar and the Transfer Agent shall keep a register reflecting ownership of the Notes outstanding from time to time and of their transfer and exchange. Deutsche Bank Luxembourg S.A., in its capacities as Note Registrar and Transfer Agent, hereby accepts such appointment.

The Company shall enter into an appropriate agency agreement with any Paying Agent, Conversion Agent, Note Registrar or Transfer Agent not a party to this Indenture. Such agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of any such agent. If the Company fails to maintain a Paying Agent, Conversion Agent, Note Registrar or Transfer Agent, the Trustee may act, or may arrange for appropriate parties to act, as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.06.

The Company may change any Paying Agents, Conversion Agents, Note Registrars or Transfer Agents without prior notice to the Noteholders; provided, however, that no such removal shall become effective until acceptance of an appointment by a successor as evidenced by an appropriate

agreement entered into by the Company and such successor Paying Agent, Conversion Agent, Note Registrar or Transfer Agent, as the case may be, and delivered to the Trustee.

Any Agent may resign and be discharged from its duties under this Indenture at any time by giving 60 days' prior written notice of such resignation to the Trustee and the Company. The Trustee or the Company may remove any Agent at any time by giving 60 days' prior written notice to any Agent. Upon such notice, a successor Agent shall be appointed by the Company, who shall provide written notice of such to the Trustee. Such successor Agent shall become the Agent hereunder upon the resignation or removal date specified in such notice. If the Company fails to appoint a successor within 60 days, the resigning Agent may appoint a successor on behalf of and at the expense of the Company. The properly incurred and documented costs and expenses (including its counsels' fees and expenses) incurred by the Agent in connection with such appointment shall be paid by the Company.

SECTION 2.06. *Paying Agent Not Party to this Indenture to Hold Money*. No later than 10:00 a.m. London time on the Business Day prior to each due date of the principal, interest and any other amounts payable by the Company on any Note, the Company shall deposit with the appropriate Paying Agent a sum sufficient to pay such principal, interest and premium, and any other amounts when so becoming due and, subject to receipt of such monies, the Paying Agent shall make payment on the Notes in accordance with this Indenture. The Company shall before 10:00 am London time, on the second Business Day prior to the day on which the Paying Agent is to receive payment, procure that the bank effecting payment for it confirms by fax or tested SWIFT MT100 message to the Paying Agent the irrevocable payment instructions relating to such payment. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee or such entity designated by the Trustee for this purpose and to account for any funds disbursed by the Paying Agent. Upon complying with this Section 2.06, the Paying Agent shall have no further liability for the money delivered to the Trustee. For the avoidance of doubt, the Paying Agent and the Trustee shall be held harmless and have no liability with respect to payments or disbursements to be made by the Paying Agent and Trustee (i) for which payment instructions are not made or that are not otherwise deposited by the respective times set forth in this Section 2.06, (ii) and until they have confirmed receipt of funds sufficient to make the relevant payment.

SECTION 2.07. *Exchange and Registration of Transfer of Notes; Restrictions on Transfer.* (1) Upon surrender for registration of transfer of any Note to the Note Registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.07, the Company shall execute, and the Trustee or an Authentication Agent shall, upon receipt of a Company Order, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by this Indenture. Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 2.05. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee or an Authentication Agent shall, upon receipt of a Company Order, authenticate and deliver, the Notes that the holder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase, redemption or conversion shall (if so required by the Company, the Trustee or the Note Registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed by the holder thereof or its attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith as a result of the name of the holder of the new Notes issued upon such exchange or registration of transfer of Notes being different from the name of the holder of the old Notes presented or surrendered for such exchange or registration of transfer.

None of the Company, the Trustee or the Note Registrar shall be required to exchange or register a transfer of (i) any Notes surrendered for conversion or, if a portion of any Note is surrendered for conversion, such portion thereof surrendered for conversion, (ii) any Notes for which notice of redemption has been given in accordance with Article 14 hereof; (iii) a Note other than in amounts of $200,000 or integral multiple thereof, or (iv) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article 13 hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Indenture shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture as the Notes surrendered upon such registration of transfer or exchange.

(a) So long as the Notes are eligible for book-entry settlement with the Common Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Common Depositary or the nominee of the Common Depositary. The transfer and exchange of beneficial interests in a Global Note that does not involve the issuance of a definitive Note shall be effected through the Common Depositary in accordance with this Indenture (including the restrictions on transfer set forth herein) and the Applicable Procedures. No written orders or instructions shall be required to be delivered to the Trustee, Registrar or Transfer Agent to effect the transfers described in this Section 2.07(b) in the same Global Note. In connection with all transfers and exchanges of beneficial interests in a Global Note (other than transfers of beneficial interests in connection with which the transferor takes delivery thereof in the form of a beneficial interest in the same Global Note), the Transfer Agent (copied to the Trustee and the Registrar) must receive: (i) a written order from a Participant or an Indirect Participant given to the Common Depositary in accordance with the Applicable Procedures directing the Common Depositary to debit from the transferor a beneficial interest in an amount equal to the beneficial interest to be transferred or exchanged; (ii) a written order from a Participant or an Indirect Participant given to the Common Depositary in accordance with the Applicable Procedures directing the Common Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged; and (iii) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited or debited with such increase or decrease, if applicable.

In connection with an exchange of a definitive Note for a beneficial interest in a Global Note, the Transfer Agent must receive a written order (copied to the Trustee and the Registrar) directing the Common Depositary to credit the account of the transferee or its Participant in an amount equal to the beneficial interest in such Global Note to be acquired as a result of such exchange.

Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture, the Transfer Agent (copied to the Trustee and the Registrar), as specified in this Section 2.07, shall endorse the relevant Global Note(s) with any increase or decrease and instruct the Common Depositary to reflect such increase or decrease in its systems.

In connection with any transfer or exchange of definitive Notes, or any portion thereof, the holder of such Notes shall present or surrender to the Transfer Agent (copied to the Trustee and the Registrar) the definitive Notes duly endorsed or accompanied by a written instruction of transfer in a form satisfactory to the Registrar duly executed by such holder or by its attorney, duly authorized in writing.

(b) Notwithstanding any other provisions of this Indenture, a Global Note may not be transferred except as a whole by the Common Depositary to a nominee of the Common Depositary or by a nominee of the Common Depositary to the Common Depositary or another nominee of the Common Depositary or by the Common Depositary or any such nominee to a successor Common Depositary or a nominee of such successor Common Depositary.

(c) Every Note (including the beneficial interest in Global Notes) shall be subject to the restrictions on transfer in the Regulation S Legend set forth below, and the holder of each such Restricted Security, by such holder's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.07(d) and Exhibit A, the term "**transfer**" encompasses any sale, pledge, transfer or other disposition whatsoever of any Restricted Security.

Each Note (including each Global Note) shall bear a legend in substantially the following form on the face thereof (the "**Regulation S Legend**"):

> THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) PURSUANT TO AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE RIGHT OF EACH OF THE COMPANY, THE NOTE REGISTRAR AND THE TRUSTEE, PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (C) OR (D), TO REQUIRE DELIVERY OF A CERTIFICATE, OPINION OF COUNSEL OR OTHER INFORMATION SATISFACTORY TO IT. BY ITS ACCEPTANCE HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "U.S. PERSON" AND "UNITED STATES" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT. THE INDENTURE CONTAINS A PROVISION REQUIRING THE NOTE REGISTRAR TO REFUSE TO REGISTER ANY TRANSFER OF THIS SECURITY IN VIOLATION OF THE FOREGOING.

THE RIGHTS ATTACHING TO THIS SECURITY, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE SECURITIES, ARE AS SPECIFIED IN THE INDENTURE.

Each Global Note shall bear a legend in substantially the following form on the face thereof:

THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITORY NAMED BELOW OR A NOMINEE OF THE COMMON DEPOSITORY. THIS SECURITY IS NOT EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE COMMON DEPOSITORY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED HEREIN AND IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE COMMON DEPOSITORY TO A NOMINEE OF THE COMMON DEPOSITORY OR BY A NOMINEE OF THE COMMON DEPOSITORY TO THE COMMON DEPOSITORY OR ANOTHER NOMINEE OF THE COMMON DEPOSITORY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THIS SECURITY AND THE INDENTURE. THE REGISTERED HOLDER HEREOF MAY BE TREATED BY THE COMPANY, THE TRUSTEE, THE AGENTS AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

No transfer of any Note prior to the Resale Restriction Termination Date will be registered by the Note Registrar unless the applicable box on the completed Form of Assignment and Transfer has been checked.

(d) If (i) Euroclear or Clearstream notifies the Company at any time that they are unwilling or unable to continue as clearing agencies for the Global Notes and a successor is not appointed within 120 days or (ii) an Event of Default in respect of the Notes has occurred and is continuing, upon the request of the beneficial owner of the Notes in writing to Euroclear and Clearstream, the Company will execute, and the Trustee, upon receipt of an Officers' Certificate and a Company Order for the authentication and delivery of Notes, will authenticate and deliver (or cause an Authentication Agent to authenticate and deliver) Notes in definitive form to each such beneficial owner of the related Notes (or a portion thereof) as Euroclear and Clearstream shall instruct (but only in Permitted Denominations), in an aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note, and upon delivery of the Global Note to the Trustee such Global Note shall be canceled.

At such time as all interests in a Global Note have been converted, canceled, repurchased, redeemed or transferred, such Global Note shall be, upon receipt thereof, canceled by the Trustee in accordance with its standing procedures. At any time prior to such cancellation, if any interest in a Global Note is exchanged for definitive Notes, converted, canceled, repurchased, redeeemed or transferred to a transferee who receives definitive Notes therefor or any definitive Note is exchanged or transferred for part of such Global Note, the principal amount of such Global Note shall be appropriately reduced or

increased, as the case may be, and an endorsement shall be made on such Global Note, by the Trustee or the Paying Agent to reflect such reduction or increase.

Neither the Trustee nor any Agent shall have any responsibility for any actions taken or not taken by the Common Depositary or Euroclear or Clearstream.

The Trustee shall have no responsibility or obligation to any direct or indirect participant or any other Person with respect to the accuracy of the books or records, or the acts or omissions, of Euroclear or Clearstream, the Common Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any direct or indirect participant or other Person (other than the Common Depositary) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Noteholders and all payments to be made to Noteholders under the Notes shall be given or made only to or upon the order of the registered Noteholders (which shall be the Common Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through Euroclear or Clearstream subject to the Applicable Procedures. The Trustee may rely and shall be fully protected in relying upon information furnished by Euroclear or Clearstream with respect to its direct or indirect participants.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among direct or indirect participants in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.08. *Mutilated, Destroyed, Lost or Stolen Notes*. In case any Note shall become mutilated or be destroyed, lost or stolen, the Company in its discretion may execute, and upon its written request the Trustee or an Authentication Agent, upon receipt of a Company Order, shall authenticate and deliver, a new Note, bearing a number not contemporaneously outstanding, in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. In every case the applicant for a substituted Note shall furnish to the Company, to the Trustee and, if applicable, to such Authentication Agent such security, indemnity or pre-funding as may be required by them to save each of them harmless from any loss, liability, cost or expense caused by or connected with such substitution, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Company, to the Trustee and, if applicable, to such Authentication Agent evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

The Trustee or such Authentication Agent may authenticate any such substituted Note and deliver the same upon the receipt of such security or indemnity as the Trustee, the Company and, if applicable, such Authentication Agent may require. Upon the issuance of any substitute Note, the Company or the Trustee may require the payment by the holder of a sum sufficient to cover any tax, assessment or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. In case any Note that has matured or is about to mature or has been tendered for repurchase upon a Fundamental Change or is about to be converted into cash, shall become mutilated or be destroyed, lost or stolen, or notice of redemption has been given in accordance with Article 14 hereof, the Company may, in its sole discretion, instead of issuing a substitute Note, pay or authorize the payment of or convert or authorize the conversion of the same (without surrender thereof except in the case of a

mutilated Note), as the case may be, if the applicant for such payment or conversion shall furnish to the Company, to the Trustee and, if applicable, to such Authentication Agent such security, indemnity or pre-funding as may be required by them to save each of them harmless for any loss, liability, cost or expense caused by or connected with such substitution, including without limitation if a Note is replaced and subsequently presented or claimed for payment and, in every case of destruction, loss or theft, evidence satisfactory to the Company, the Trustee and, if applicable, any Paying Agent or Conversion Agent evidence of their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

Every substitute Note issued pursuant to the provisions of this Section 2.08 by virtue of the fact that any Note is destroyed, lost or stolen shall constitute an additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Note shall be found at any time, and shall be entitled to all the benefits of (but shall be subject to all the limitations set forth in) this Indenture equally and proportionately with any and all other Notes duly issued hereunder. To the extent permitted by law, all Notes shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment or conversion or repurchase or redemption of mutilated, destroyed, lost or stolen Notes and shall preclude any and all other rights or remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment or conversion of negotiable instruments or other securities without their surrender.

SECTION 2.09. *Temporary Notes*. Pending the preparation of Notes in certificated form, the Company may execute and the Trustee or an Authentication Agent appointed by the Trustee shall, upon receipt of a Company Order, authenticate and deliver temporary Notes (printed or lithographed). Temporary Notes shall be issuable only in Permitted Denominations, and substantially in the form of the Notes in certificated form but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Company. Every such temporary Note shall be executed by the Company and authenticated by the Trustee or such Authentication Agent upon the same conditions and in substantially the same manner, and with the same effect, as the Notes in certificated form. Without unreasonable delay the Company will execute and deliver to the Trustee or such Authentication Agent Notes in certificated form (other than any Global Note) and thereupon any or all temporary Notes (other than any Global Note) may be surrendered in exchange therefor, at each office or agency maintained by the Company pursuant to Section 4.02 and the Trustee or such Authentication Agent shall, upon receipt of a Company Order, authenticate and deliver in exchange for such temporary Notes an equal aggregate principal amount of Notes in certificated form. Such exchange shall be made by the Company at its own expense and without any charge therefor. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits and subject to the same limitations under this Indenture as Notes in certificated form authenticated and delivered hereunder.

SECTION 2.10. *Cancellation of Notes Paid, Etc.* All Notes surrendered for the purpose of payment, repurchase, redemption, conversion, exchange or registration of transfer, shall, if surrendered to the Company or any Paying Agent or any Conversion Agent or the Trustee, be surrendered to the Note Registrar and promptly canceled by it, or, if surrendered to the Note Registrar, shall be promptly canceled by it, and no Notes shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Indenture. The Note Registrar shall dispose of canceled Notes in accordance with its customary procedures and, after such disposition, shall deliver a certificate of such disposition to the Company, at the Company's written request. If the Company shall acquire any of the Notes, such acquisition shall not operate as satisfaction of the indebtedness represented by such Notes unless and until the same are delivered to the Note Registrar for cancellation.

SECTION 2.11. *ISIN and Common Code Numbers*. The Company in issuing the Notes may use an "ISIN" or "Common Code" or similar identifier and, if so, such ISIN or Common Code or similar identifier shall be included in notices to Noteholders as a convenience to them; *provided*, *however*, that any such notice may state that no representation is made as to the correctness or accuracy of the ISIN or Common Code or similar identifier printed in the notice or on the Notes, and that reliance may be placed only on the other identification numbers printed on the Notes, and any such notice shall not be affected by any defect in or omission of such identifiers. The Company will promptly notify the Trustee of any change in the ISIN or Common Code or similar identifier. .

SECTION 2.12. *Additional Notes; Repurchases*. The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, reopen this Indenture and increase the principal amount of the Notes by issuing additional Notes in the future pursuant to this Indenture with the same terms and with the same ISIN or Common Code number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, provided that no such additional Notes may be issued unless they will be fungible with the original Notes for U.S. federal income tax and securities law purposes. Prior to the issuance of any such additional Notes, the Company shall deliver to the Trustee a Company Order, an Officers' Certificate and an Opinion of Counsel, such Officers' Certificate and Opinion of Counsel to cover such matters, in addition to those required by Section 15.05, as the Trustee shall reasonably request. The Company may also from time to time repurchase the Notes in open market purchases or negotiated transactions without prior notice to Noteholders.

SECTION 2.13. *No Mandatory Redemption; No Sinking Fund*. The Company will not be required to make mandatory redemption payments or sinking fund payments with respect to the Notes.

SECTION 2.14. *Defaulted Interest*. Any Defaulted Interest shall forthwith cease to be payable to the Noteholder on the relevant Interest Record Date by virtue of its having been such Noteholder, and such Defaulted Interest shall be paid by the Company, at its election in each case, as provided in clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing as soon as practicable of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which shall be not less than twenty-five days after the receipt by the Trustee of such notice, unless the Trustee shall consent to an earlier date), and at the same time the Company shall deposit with the Trustee (or any Paying Agent designated for such purpose) an amount of money equal to the aggregate amount to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Company shall fix a special record date for the payment of such Defaulted Interest which shall be not more than fifteen days and not less than seven days prior to the date of the proposed payment, and not less than ten days after the receipt by the Trustee of the notice of the proposed payment (unless the Trustee shall consent to an earlier date). The Company shall promptly notify the Trustee, in writing, of such special record date and the Trustee, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the special

record date therefor to be delivered to Noteholders pursuant to Section 15.03 not less than ten days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefor having been so delivered, such Defaulted Interest shall be paid by the Trustee (or such Paying Agent) to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on such special record date and shall no longer be payable pursuant to the following clause (2) of this Section 2.03.

(2) The Company may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, and upon such notice as may be required by such exchange or automated quotation system.

ARTICLE 3
SATISFACTION AND DISCHARGE

SECTION 3.01. *Satisfaction and Discharge*. This Indenture shall upon request of the Company contained in an Officers' Certificate cease to be of further effect, and the Trustee, at the expense of the Company, shall execute proper instruments, prepared by the Company, acknowledging satisfaction and discharge of this Indenture, when (a) (i) all Notes theretofore authenticated and delivered (other than (x) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.08 and (y) Notes for whose payment money has theretofore been irrevocably deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 4.04(d)) have been delivered to the Trustee for cancellation or have been fully paid or converted in accordance with this Indenture; or (ii) the Company has irrevocably deposited with the Trustee or delivered to Noteholders, as applicable, after the Notes have become due and payable, whether at the Maturity Date, any Fundamental Change Repurchase Date, any Redemption Date, upon conversion or otherwise, cash sufficient to pay all of the outstanding Notes and all other sums due and payable under this Indenture by the Company; and (b) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with. Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 7.06 shall survive.

ARTICLE 4
PARTICULAR COVENANTS OF THE COMPANY

SECTION 4.01. *Payment of Notes*. The Company covenants and agrees that it will cause to be paid the principal of (including the Fundamental Change Repurchase Price or any redemption price), and accrued and unpaid interest on, each of the Notes at the places, at the respective times and in the manner provided herein and in the Notes, provided, however, that in the case of Global Notes, such payments of principal, interest and other amounts payable by the Company (if any) shall be paid to the Paying Agent for onward payment to Euroclear and Clearstream. Principal, interest and any other amounts payable by the Company will be considered duly paid on the date due if the Paying Agent holds as of 10:00 am London time one Business Day prior to the due date, money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, interest and other amounts payable by the Company, if any, then due.

Each Note shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The Person in whose name any Note (or its Predecessor Note) is registered on the Note Register at the close of business on any Interest Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest (except defaulted interest) shall be payable at the office or agency of the Company maintained by the Company for such purposes, which shall initially be the office of the Paying Agent. The Notes will be payable as to principal and interest through the Paying Agent.

The Company will pay interest (including post-petition interest, if any, in any proceeding under any Bankruptcy Law) on overdue principal (and on overdue installments of accrued and unpaid interest, if any (to the extent that payment of such interest is enforceable under applicable law) from time to time on demand (subject to Section 2.14 hereof) at the rate provided in the Notes.

All payments made by the Company under or with respect to the Notes will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes unless the withholding or deduction of such taxes is then required by law.

The Company will make all withholdings and deductions required by law and will remit the full amount deducted or withheld to the relevant tax authority in accordance with applicable law. The Company will use its reasonable efforts to obtain tax receipts from each tax authority evidencing the payment of any taxes so deducted or withheld. The Company will furnish to the Trustee, within a reasonable time after the date the payment of any taxes so deducted or withheld is made, certified copies of tax receipts evidencing payment by the Company, as the case may be, or if, notwithstanding such entity's efforts to obtain receipts, receipts are not obtained, other evidence of payments (reasonably satisfactory to the Trustee) by such entity. Upon request, copies of tax receipts or other evidence of payments, as the case may be, will be made available by the Trustee to the holders or beneficial owners of the Notes.

For the avoidance of doubt, the Company will not be required to pay any additional or further amounts in respect of such withholding or deduction.

SECTION 4.02. *Maintenance of Office or Agency; Paying Agent and Conversion Agent*. The Company will maintain the offices or agencies specified in Section 2.05. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 4.03. *Appointments to Fill Vacancies in Trustee's Office*. The Company, whenever necessary to avoid or fill a vacancy in the office of Trustee, will appoint, in the manner provided in Section 7.10, a Trustee, so that there shall at all times be a Trustee hereunder.

SECTION 4.04. *Provisions as to Paying Agent*. (1) The Company will cause each Paying Agent (other than Deutsche Bank AG, London Branch) to agree:

(i) that it will hold all sums held by it as such agent for the payment of the principal of and accrued and unpaid interest on the Notes for the benefit of the holders of the Notes or the Trustee;

(ii) that it will give the Trustee prompt notice of any failure by the Company to make any payment of the principal of and accrued and unpaid interest on the Notes when the same shall be due and payable; and

(iii) that at any time during the continuance of an Event of Default, upon request of the Trustee, it will forthwith pay to the Trustee all sums so held.

No later than 10:00 a.m. London time one Business Day prior to each due date of the principal of (including the Fundamental Change Repurchase Price or any redemption price) or accrued and unpaid interest on the Notes, the Company will deposit with the Paying Agent a sum sufficient to pay such principal (including the Fundamental Change Repurchase Price or any redemption price) or accrued and unpaid interest and promptly notify the Trustee, in writing, of any failure to take such action.

(b) [Intentionally Omitted]

(c) Anything in this Section 4.04 to the contrary notwithstanding, the Company may, with the prior consent of the Trustee at any time, for the purpose of obtaining a satisfaction and discharge of this Indenture, or for any other reason, pay or cause to be paid to the Trustee all sums held by the Company or any Paying Agent hereunder, such sums to be held by the Trustee upon the trusts herein contained, and upon such payment by the Company or any Paying Agent to the Trustee, the Company or such Paying Agent shall be released from all further liability with respect to such sums.

(d) Any money deposited with the Trustee or any Paying Agent, or then held by the Company, for the payment of the principal of (including the Fundamental Change Repurchase Price or any redemption price) and accrued and unpaid interest on any Note and remaining unclaimed for two years after such principal (including the Fundamental Change Repurchase Price or any redemption price) or interest has become due and payable shall be paid to the Company on request of the Company contained in an Officers' Certificate, or (if then held by the Company) shall be discharged; and the holder of such Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such money, and all liability of the Company as trustee thereof, shall thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in the *Financial Times* notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than thirty days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 4.05. *Existence*. Subject to Article 10, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

SECTION 4.06. [Intentionally Omitted]

SECTION 4.07. *Stay, Extension and Usury Laws*. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law that

would prohibit or forgive the Company from paying all or any portion of the principal of or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or that may affect the covenants or the performance of this Indenture; and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 4.08. *Compliance Certificate; Statements as to Defaults*. The Company shall deliver to the Trustee within 120 days after the end of each Fiscal Year (beginning with the Fiscal Year ending on December 31, 2014) and upon any request an Officers' Certificate stating whether or not the signer thereof has knowledge of any failure by the Company to comply with all conditions and covenants then required to be performed under this Indenture and, if so, specifying each such failure and the nature thereof.

In addition, the Company shall deliver to the Trustee, as soon as possible, and in any event within thirty days after the Company becomes aware of the occurrence of any Event of Default or Default, an Officers' Certificate setting forth the details of such Event of Default or Default, its status and the action that the Company proposes to take with respect thereto.

SECTION 4.09. *Limitation on Liens*. As long as any of the Notes remain outstanding, none of the Company or any Material Subsidiary will create or permit to subsist any mortgage, pledge, lien, charge or security interest upon, or with respect to, any present or future assets or revenues of the Company or any Material Subsidiary, for the purpose of securing any (1) Relevant Indebtedness or (2) guarantee of any Relevant Indebtedness unless in such case the Company or any Material Subsidiary, as the case may be, shall simultaneously with, or prior to, the creation of such mortgage, pledge, lien, charge or security interest, take any and all action necessary to procure that all amounts payable by it in respect of the Notes are secured equally and ratably with the Relevant Indebtedness or guarantee secured by such mortgage, pledge, lien, charge or security interest.

SECTION 4.10. *Maintenance of Trading.* The Company will use commercially reasonable efforts to have the Notes traded on the Open Market within three (3) months of the original issuance of the Notes and all commercially reasonable efforts to maintain such trading on the Open Market for so long as such Notes are outstanding; provided that if at any time the Company determines that maintenance of such trading on the Open Market is unduly onerous, it will obtain, prior to cessation of trading, and thereafter use all commercially reasonable efforts to maintain, a tradingof the Notes on another recognized stock exchange or trading platform.

SECTION 4.11. *Further Instruments and Acts*. Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

ARTICLE 5
LISTS OF NOTEHOLDERS AND REPORTS BY THE COMPANY AND THE TRUSTEE

SECTION 5.01. *Lists of Noteholders*. The Note Registrar will preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Noteholders. The Company will or cause the Note Registrar to furnish to the Trustee (but only if the

Trustee so requires) and each Paying Agent at least seven Business Days before each interest payment date and at such other times as the Trustee or the Paying Agent may request in writing, a list of the names and addresses of the Noteholders in such form and as of such date as the Trustee or the Paying Agent may reasonably require.

ARTICLE 6
DEFAULTS AND REMEDIES

SECTION 6.01. *Events of Default*. Each of the following shall be an "**Event of Default**":

(a) default in the payment of the principal of any Note at its maturity, upon required repurchase, upon redemption, which failure continues for three Business Days or more;

(b) default in the payment of any interest upon any Note when it becomes due and payable, and continuance of such default for a period of 30 days or more;

(c) default in the performance, or breach, of any covenant or agreement of the Company in this Indenture (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with in clauses (a), (b), (f) or (g) of this Section 6.01), and continuance of such default or breach for a period of sixty days after written notice thereof has been given to the Company by the Trustee or to the Company and the Trustee by the holders of at least 25% in aggregate principal amount of the outstanding Notes;

(d) a default or defaults under any bonds, notes, debentures or other evidences of indebtedness (other than the Notes) by the Company or any Subsidiary that is a Material Subsidiary having, individually or in the aggregate, a principal or similar amount outstanding of at least $50,000,000, whether such indebtedness now exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such indebtedness prior to its express maturity or shall constitute a failure to pay at least $50,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto;

(e) the entry against the Company or any Subsidiary that is a Material Subsidiary of a final judgment or final judgments for the payment of money in an aggregate amount in excess of $50,000,000, by a court or courts of competent jurisdiction, which judgments remain undischarged, unwaived, unstayed, unbonded or unsatisfied for a period of sixty consecutive days;

(f) the failure to deliver the Cash Settlement Amount owing upon conversion of any Note when due, which failure continues for five Business Days or more;

(g) the failure to timely issue a Fundamental Change Company Notice in accordance with Section 13.01(b), which failure continues for five Business Days or more; or

(h) (1) the Company or any Subsidiary that is a Material Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case (including, in the case of the Company (i) the filing of a request for bankruptcy within the meaning of Section 1 of the Netherlands

Bankruptcy Act ("*Faillisementswet*") or (ii) the filing of a request for a moratorium of payments within the meaning of Section 214 of the Netherlands Bankruptcy Act)

(B) consents to the entry of an order for relief against it in an involuntary case, dissolution or liquidation,

(C) consents to the appointment of a custodian, receiver (*curator*) or administrator (*bewindvoerder*) of it or for all or substantially all of its property,

(D) makes a general assignment for the benefit of its creditors, or

(E) admits, in writing, its inability generally to pay its debts as they become due; or

(ii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief again any Subsidiary that is a Material Subsidiary in an involuntary case, dissolution or liquidation;

(B) appoints a custodian, receiver (*curator*) or administrator (*bewindvoerder*) of any Subsidiary that is a Material Subsidiary or for all or substantially all of the property of any of the Company's Material Subsidiaries or, in the case of the Company, declares the Company bankrupt within the meaning of Section 1 of the Netherlands Bankruptcy Act without such judgment being removed or stayed within 45 days; or

(C) orders the liquidation of the Company or any Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary and the order or decree remains unstayed and in effect for 60 consecutive days.

SECTION 6.02. *Acceleration*. In case one or more Events of Default shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), then, and in each and every such case (other than an Event of Default specified in clause (h) of Section 6.01), unless the principal of all of the Notes shall have already become due and payable (or waived), either the Trustee or the holders of at least 25% in aggregate principal amount of the Notes then outstanding, determined in accordance with Section 8.04, by notice in writing to the Company (and to the Trustee if given by Noteholders), may declare 100% of the principal of and accrued and unpaid interest on all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall automatically be immediately due and payable, anything in this Indenture or in the Notes contained to the contrary notwithstanding.

If an Event of Default specified in clause (h) of Section 6.01 occurs and is continuing, the principal of all the Notes and accrued and unpaid interest shall be immediately due and payable.

Any acceleration pursuant to this Section 6.02, however, is subject to the conditions that if, at any time after the principal of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter

provided, the Company shall pay or shall deposit with the Paying Agent a sum sufficient to pay installments of accrued and unpaid interest, if any, upon all Notes and the principal of any and all Notes that shall have become due otherwise than by acceleration (with interest on overdue installments of accrued and unpaid interest, if any (to the extent that payment of such interest is enforceable under applicable law), and on such principal at the rate provided in the Notes) and amounts due to the Trustee pursuant to Section 7.06, and if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) any and all Events of Defaults under this Indenture, other than the nonpayment of principal of and accrued and unpaid interest on Notes that shall have become due solely by such acceleration, shall have been cured or waived pursuant to Section 6.09, then and in every such case the holders of a majority in aggregate principal amount of the Notes then outstanding, by written notice to the Company and to the Trustee, may waive all Defaults or Events of Default with respect to the Notes (other than a Default or an Event of Default resulting from a failure to repurchase any Notes when required upon a Fundamental Change or a failure to deliver the Cash Settlement Amount due upon conversion) and rescind and annul such declaration and its consequences and such Default (other than a Default resulting from a failure to repurchase any Notes when required upon a Fundamental Change or a failure to pay the Cash Settlement Amount due upon conversion) shall cease to exist, and any Event of Default arising therefrom (other than a Default resulting from a failure to repurchase any Notes when required upon a Fundamental Change or a failure to pay the Cash Settlement Amount due upon conversion) shall be deemed to have been cured for every purpose of this Indenture; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent Default or Event of Default, or shall impair any right consequent thereon.

SECTION 6.03. [Intentionally Omitted]

SECTION 6.04. *Payments of Notes on Default; Suit Therefor*. If an Event of Default under clause (a) or (b) of Section 6.01 shall have occurred and be continuing, the Company shall, upon demand of the Trustee, pay to it, for the benefit of the holders of the Notes, the whole amount then due and payable on the Notes for principal and interest with interest on any overdue principal and interest at the rate provided in the Notes, and, in addition thereto, such further amount as shall be sufficient to cover any amounts due to the Trustee under Section 7.06. If the Company shall fail to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company or any other obligor upon the Notes and collect the monies adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon the Notes, wherever situated.

In the event there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor on the Notes under any Bankruptcy Law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company or such other obligor, the property of the Company or such other obligor, or in the event of any other judicial proceedings relative to the Company or such other obligor upon the Notes, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 6.04, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal and accrued and unpaid interest in respect of the Notes, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents and to take such other actions as it may deem necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable

compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Noteholders allowed in such judicial proceedings relative to the Company or any other obligor on the Notes, its or their creditors, or its or their property, and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of any amounts due the Trustee under Section 7.06; and any receiver, assignee or trustee in bankruptcy or reorganization, liquidator, custodian or similar official is hereby authorized by each of the Noteholders to make such payments to the Trustee, as administrative expenses, and, in the event that the Trustee shall consent to the making of such payments directly to the Noteholders, to pay to the Trustee any amount due it for reasonable compensation, expenses, advances and disbursements, including agent's and counsel fees, and including any other amounts due to the Trustee under Section 7.06 hereof, incurred by it up to the date of such distribution. To the extent that such payment of reasonable compensation, expenses, advances and disbursements out of the estate in any such proceedings shall be denied for any reason, payment of the same shall, to the extent permitted by applicable laws, be secured by a lien on, and shall be paid out of, any and all distributions, dividends, monies, securities and other property that the holders of the Notes may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Noteholder or the rights of any Noteholder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such proceeding.

All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Trustee without the possession of any of the Notes, or the production thereof at any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the holders of the Notes.

In any proceedings brought by the Trustee (and in any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Notes, and it shall not be necessary to make any holders of the Notes parties to any such proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of such waiver or rescission and annulment or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company, the Noteholders, and the Trustee shall, subject to any determination in such proceeding, be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Noteholders, and the Trustee shall continue as though no such proceeding had been instituted.

SECTION 6.05. *Application of Monies Collected by Trustee*. Any monies or property collected by the Trustee pursuant to this Article 6 with respect to the Notes shall be applied in the order following, at the date or dates fixed by the Trustee for the distribution of such monies or property, upon presentation of the several Notes, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First, to the payment of all amounts due the Trustee, the Agents and their respective agents and attorneys under Section 7.06;

Second, in case the principal of the outstanding Notes shall not have become due and be unpaid, to the payment of interest on the Notes, if any, in default in the order of the date due of the installments of such interest, with interest (to the extent that such interest is enforceable under applicable law and has been collected by the Trustee) upon the overdue installments of interest at the rate provided in the Notes, such payments to be made ratably to the Persons entitled thereto;

Third, in case the principal of the outstanding Notes shall have become due, by declaration or otherwise, and be unpaid to the payment of the whole amount including the payment of the Fundamental Change Repurchase Price, the cash component of the Conversion Obligation, or any redemption price, if any, then owing and unpaid upon the Notes for principal and interest with interest on the overdue principal and (to the extent that such interest has been collected by the Trustee) upon overdue installments of interest at the rate provided in the Notes, and in case such monies shall be insufficient to pay in full the whole amounts so due and unpaid upon the Notes, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably to the aggregate of such principal and accrued and unpaid interest; and

Fourth, to the payment of the remainder, if any, to the Company or as a court of competent jurisdiction shall direct.

SECTION 6.06. *Proceedings by Noteholders*. No holder of any Note shall have any right by virtue of or by availing of any provision of this Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture, or for the appointment of a receiver, trustee, liquidator, custodian or other similar official, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof, as hereinbefore provided, and unless also the holders of not less than 25% in aggregate principal amount of the Notes then outstanding shall have made written request to the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder and shall have offered to the Trustee such security, indemnity or pre-funding satisfactory to it against any loss, liability or expense to be incurred therein or thereby, and the Trustee for sixty days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding and no direction that, in the opinion of the Trustee, is inconsistent with such written request shall have been given to the Trustee by the holders of a majority in principal amount of the Notes outstanding within such sixty-day period pursuant to Section 6.09; it being understood and intended, and being expressly covenanted by the taker and holder of every Note with every other taker and holder and the Trustee that no one or more Noteholders shall have any right in any manner whatever by virtue of or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of any other Noteholder, or to obtain or seek to obtain priority over or preference to any other such holder, or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Noteholders (except as otherwise provided herein). For the protection and enforcement of this Section 6.06, each and every Noteholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Notwithstanding any other provision of this Indenture and any provision of any Note, the right of any Noteholder to receive payment of the principal of (including the Fundamental Change Repurchase Price upon repurchase pursuant to Section 13.01 or any redemption price or the Cash

Settlement Amount upon conversion), and accrued and unpaid interest on such Note, on or after the respective due dates expressed or provided for in such Note or in this Indenture, or to institute suit for the enforcement of any such payment on or after such respective dates against the Company shall not be impaired or affected without the consent of such Noteholder.

Anything in this Indenture or the Notes to the contrary notwithstanding, the holder of any Note, without the consent of either the Trustee or the holder of any other Note, in its own behalf and for its own benefit, may enforce, and may institute and maintain any proceeding suitable to enforce, its rights of conversion as provided herein.

SECTION 6.07. *Proceedings by Trustee*. In case of an Event of Default the Trustee may in its discretion proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as are necessary to protect and enforce any of such rights, either by suit in equity or by action at law or by proceeding in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

SECTION 6.08. *Remedies Cumulative and Continuing*. Except as provided in the second paragraph of Section 2.08 and Section 6.04, all powers and remedies given by this Article 6 to the Trustee or to the Noteholders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the holders of the Notes, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture, and no delay or omission of the Trustee or of any holder of any of the Notes to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Default or any acquiescence therein; and, subject to the provisions of Section 6.06, every power and remedy given by this Article 6 or by law to the Trustee or to the Noteholders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Noteholders.

SECTION 6.09. *Direction of Proceedings and Waiver of Defaults by Majority of Noteholders*. The holders of a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 8.04 shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to Notes; *provided*, *however*, that (a) such direction shall not be in conflict with any rule of law or with this Indenture, and (b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. The Trustee may refuse to follow any direction that it determines is unduly prejudicial to the rights of any other holder or that would involve the Trustee in personal liability. The holders of a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 8.04 may on behalf of the holders of all of the Notes waive any past Default or Event of Default hereunder and its consequences except (i) a default in the payment of accrued and unpaid interest, if any, on, or the principal (including any Fundamental Change Repurchase Price or any redemption price) of, the Notes when due that has not been cured pursuant to the provisions of Section 6.01, (ii) a failure by the Company to deliver cash due upon conversion of the Notes, or (iii) a default in respect of a covenant or provision hereof which under Article 9 cannot be modified or amended without the consent of each holder of an outstanding Note affected. Upon any such waiver the Company, the Trustee and the holders of the Notes shall be restored to their former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. Whenever any Default or Event of Default

hereunder shall have been waived as permitted by this Section 6.09, said Default or Event of Default shall for all purposes of the Notes and this Indenture be deemed to have been cured and to be not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

SECTION 6.10. *Notice of Defaults*. The Trustee shall, within ninety days after the occurrence and continuance of a Default or Event of Default of which a Responsible Officer has actual knowledge give notice of all Defaults known to a Responsible Officer to all Noteholders, unless such Defaults or Events of Default shall have been cured or waived before the giving of such notice; and *provided* that, except in the case of a Default or Event of Default in the payment of the principal of, accrued and unpaid interest on any of the Notes, including without limiting the generality of the foregoing any Default in the payment of any Fundamental Change Repurchase Price or any redemption price, then in any such event the Trustee shall be protected in withholding such notice if and so long as a committee of Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Noteholders.

SECTION 6.11. *Undertaking to Pay Costs*. All parties to this Indenture agree, and each holder of any Note by its acceptance thereof shall be deemed to have agreed, that any court may, in its discretion, require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; *provided* that the provisions of this Section 6.11 (to the extent permitted by law) shall not apply to any suit instituted by the Trustee, to any suit instituted by any Noteholder, or group of Noteholders, holding in the aggregate more than 10% in principal amount of the Notes at the time outstanding determined in accordance with Section 8.04, or to any suit instituted by any Noteholder for the enforcement of the payment of the principal of accrued and unpaid interest on any Note (including, but not limited to, the Fundamental Change Repurchase Price or any redemption price with respect to the Notes being repurchased or redeemed as provided in this Indenture) on or after the due date expressed or provided for in such Note or to any suit for the enforcement of the right to convert any Note in accordance with the provisions of Article 12.

ARTICLE 7
CONCERNING THE TRUSTEE

SECTION 7.01. *Duties and Responsibilities of Trustee*. The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs; *provided* that if an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of any of the holders unless such holders have offered to the Trustee indemnity, security or pre-funding satisfactory to the Trustee against the losses, liabilities and expenses that might be incurred by it in compliance with such request or direction.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable decision, except that:

(e) prior to the occurrence of an Event of Default and after the curing or waiving of all Events of Default that may have occurred, the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee;

(f) in the absence of bad faith or willful misconduct on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but, in the case of any such certificates or opinions that by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein);

(g) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Trustee, unless it shall be proved in a court of competent jurisdiction in a final and non-appealable decision that the Trustee was grossly negligent in ascertaining the pertinent facts;

(h) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in principal amount of the Notes at the time outstanding determined as provided in Section 8.04 relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(i) whether or not therein provided, every provision of this Indenture relating to the conduct or affecting the liability of, or affording protection to, the Trustee shall be subject to the provisions of this Section;

(j) the Trustee shall not be liable in respect of any payment (as to the correctness of amount, entitlement to receive or any other matters relating to payment) or notice effected by the Company or any Paying Agent or any records maintained by any Note Registrar with respect to the Notes; and

(k) if any party fails to deliver a notice relating to an event the fact of which, pursuant to this Indenture, requires notice to be sent to the Trustee, the Trustee may conclusively rely on its failure to receive such notice as reason to act as if no such event occurred, unless such Responsible Officer of the Trustee had actual knowledge of such event.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The Trustee will not be liable to the Noteholders if prevented or delayed from performing any of its obligations or discretionary functions under this Indenture by reason of any present or future law applicable to it, by any governmental or regulatory authority or by any circumstances beyond its control.

SECTION 7.02. *Reliance on Documents, Opinions, Etc*. Except as otherwise provided in Section 7.01:

(e) the Trustee may conclusively rely and shall be fully protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, note, coupon or other paper or document believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties;

(f) any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an Officers' Certificate (unless other evidence in respect thereof be herein specifically prescribed); and any Board Resolution may be evidenced to the Trustee by a copy thereof certified by the Secretary or an Assistant Secretary of the Company;

(g) the Trustee may consult with counsel and require an Opinion of Counsel and any advice of such counsel or Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel;

(h) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture, unless such Noteholders shall have offered to the Trustee security or indemnity satisfactory to it (which may include pre-funding) against the costs, expenses and liabilities that may be incurred therein or thereby;

(i) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled, at a reasonable time on any Business Day, to examine the books, records and premises of the Company, personally or by agent or attorney at the expense of the Company and shall incur no liability of any kind by reason of such inquiry or investigation;

(j) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, custodians, nominees or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, custodian, nominee or attorney appointed by it with due care hereunder;

(k) the permissive rights of the Trustee enumerated herein shall not be construed as duties;

(l) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of Officers authorized at such time to take specified actions pursuant to the Indenture (i.e., an incumbency certificate);

(m) the Trustee will not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture;

(n) the Company shall provide prompt written notice to the Trustee of any change to its fiscal year (it being expressly understood that the failure to provide such notice to the Trustee shall not be deemed a Default or Event of Default under this Indenture);

(o) the Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder;

(p) the Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion, based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction or, to the extent applicable, the State of New York. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any Person in that jurisdiction, the State of New York or if, in its opinion based upon such legal advice, it would not have the power to take such action in that jurisdiction by virtue of any applicable law in that jurisdiction, in the State of New York or if it is determined by any court or other competent authority in that jurisdiction, in the State of New York that it does not have such power;

(q) the Trustee shall not have any obligation or duty to monitor, determine or inquire as to compliance, and shall not be responsible or liable for compliance with restrictions on transfer, exchange, redemption, purchase or repurchase, as applicable, of minimum denominations imposed under this Indenture or under applicable law or regulation with respect to any transfer, exchange, redemption, purchase or repurchase, as applicable, of any interest in any Notes;

(r) the rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified and/or secured to its satisfaction, are extended to, and shall be enforceable by the Trustee in each of its capacities hereunder, by each Agent in their various capacities hereunder, each custodian and other Person employed to act as agent hereunder. Each of the Trustee and the Agents shall not be liable for acting in good faith on instructions believed by it to be genuine and from the proper party;

(s) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of, or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God; it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances; and

(t) the Trustee may assume without inquiry in the absence of actual knowledge of a Responsible Officer that the Company is duly complying with its obligations contained in this Indenture and that no Event of Default or other event which would require repayment of the Notes has occurred;

In no event shall the Trustee be liable for any consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action other than any such loss or damage caused by the Trustee's willful misconduct or gross negligence as proven in a court of competent jurisdiction in a final and non-appealable decision. The Trustee shall not be charged with knowledge of any Default or Event of Default with respect to the Notes, unless either (1) a Responsible Officer shall have actual knowledge of such Default or Event of Default or (2) written notice of such Default or Event of Default shall have been given to a Responsible Officer of the Trustee by the Company or by any holder of the Notes.

SECTION 7.03. *No Responsibility for Recitals, Etc*. The recitals contained herein and in the Notes (except in the Authentication Agent's certificate of authentication) shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Company of any Notes or the proceeds of any Notes authenticated and delivered by the Trustee in conformity with the provisions of this Indenture.

SECTION 7.04. *Trustee, Paying Agents, Conversion Agents or Registrar May Own Notes*. The Trustee, any Paying Agent, any Conversion Agent or Note Registrar, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights it would have if it were not the Trustee, Paying Agent, Conversion Agent or Note Registrar.

SECTION 7.05. *Monies to Be Held in Trust*. All monies received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as may be agreed from time to time by the Company and the Trustee.

SECTION 7.06. *Compensation and Expenses of Trustee*. The Company covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, compensation for all services rendered by it hereunder in any capacity (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) as mutually agreed to in writing between the Trustee and the Company, and the Company will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances properly incurred or made by the Trustee in accordance with any of the provisions of this Indenture in any capacity thereunder (including the properly incurred compensation and the expenses and disbursements of its agents and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advance as shall have been caused by its negligence, willful misconduct or bad faith as determined by a final, non-appealable order of a court of competent jurisdiction. In the event of being requested by the Company to undertake duties which the Trustee reasonably determines to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee, the Company shall pay to the Trustee such additional remuneration as shall be agreed between them. The Company also covenants to indemnify the Trustee in any capacity under this Indenture and any other document or transaction entered into in connection herewith and its agents for, and to hold them harmless against, any loss, claim, damage, liability or expense incurred without negligence, willful misconduct or bad faith on the part of the Trustee as determined by a court of competent jurisdiction in a final and non-appealable decision, its officers, directors, agents or employees, or such agent, as the case may be, and arising out of or in connection with the acceptance or administration of this trust or in any other capacity hereunder, including the costs and expenses of defending themselves against any claim of liability in the premises. The obligations of the Company under this Section 7.06 to compensate or indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall be secured by a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by the Trustee, except, subject to the effect of Section 6.05, funds held in trust herewith for the benefit of the holders of particular Notes. The Trustee's right to receive payment of any amounts due under this Section 7.06 shall not be subordinate to any other liability or indebtedness of the Company (even though the Notes may be so subordinated). The obligation of the Company under this Section 7.06 shall survive the satisfaction and discharge of this Indenture and the earlier resignation or removal or the Trustee. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld. The

indemnification provided in this Section 7.06 shall extend to the officers, directors, agents and employees of the Trustee and shall survive the termination of this Indenture and the resignation or removal of the Trustee.

Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee and its agents incur expenses or render services after an Event of Default specified in Section 6.01(h) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any bankruptcy, insolvency or similar laws.

SECTION 7.07. *Officers' Certificate as Evidence*. Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence, willful misconduct, recklessness and bad faith on the part of the Trustee as determined by a court of competent jurisdiction in a final and non-appealable decision, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such Officers' Certificate, in the absence of gross negligence, willful misconduct, recklessness and bad faith on the part of the Trustee as determined by a court of competent jurisdiction in a final and non-appealable decision, shall be full warrant to the Trustee for any action taken or omitted by it under the provisions of this Indenture upon the faith thereof.

SECTION 7.08. *Conflicting Interests of Trustee*. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any affiliate of the Company with the same rights it would have if it were not Trustee. However, in the event the Trustee has or shall acquire a conflicting interest, the Trustee shall either eliminate such interest within ninety days or resign.

SECTION 7.09. *Eligibility of Trustee*. There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of England and Wales, or the United States of America, or any state thereof, that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by U.K. or U.S. federal or state authorities and which is generally recognized as a corporation which customarily performs such corporate trustee roles and provides such corporate trustee services in transactions similar in nature to the offering of the Notes.

SECTION 7.10. *Resignation or Removal of Trustee*. (1) The Trustee may at any time resign by giving written notice of such resignation to the Company and all Noteholders. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within sixty days after the giving of such notice of resignation to all Noteholders, the resigning Trustee may, upon ten Business Days' notice to the Company and all Noteholders, petition any court of competent jurisdiction for the appointment of a successor trustee, or any Noteholder who has been a bona fide holder of a Note or Notes for at least six months may, subject to the provisions of Section 6.11, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(a) In case at any time any of the following shall occur:

(i) the Trustee shall fail to comply with Section 7.08 within a reasonable time after written request therefor by the Company or by any Noteholder who has been a bona fide holder of a Note or Notes for at least six months, or

(ii) the Trustee shall cease to be eligible in accordance with the provisions of Section 7.09 and shall fail to resign after written request therefor by the Company or by any such Noteholder, or

(iii) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the Company may by a Board Resolution remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, subject to the provisions of Section 6.11, any Noteholder who has been a bona fide holder of a Note or Notes for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(b) The holders of 75% or more in aggregate principal amount of the Notes at the time outstanding, as determined in accordance with Section 8.04, may at any time remove the Trustee and nominate a successor trustee that shall be deemed appointed as successor trustee unless within ten days after notice to the Company of such nomination the Company objects thereto, in which case the Trustee so removed or any Noteholder, upon the terms and conditions and otherwise as in Section 7.10(a) provided, may petition any court of competent jurisdiction for an appointment of a successor trustee.

(c) Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section 7.10 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 7.11.

SECTION 7.11. *Acceptance by Successor Trustee*. Any successor trustee appointed as provided in Section 7.10 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as trustee herein; but, nevertheless, on the written request of the Company or of the successor trustee, the trustee ceasing to act shall, upon payment of any amounts then due it pursuant to the provisions of Section 7.06, execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act.

Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by such trustee as such, except for funds held in trust for the benefit of holders of particular Notes, to secure any amounts then due it pursuant to the provisions of Section 7.06.

No successor trustee shall accept appointment as provided in this Section 7.11 unless at the time of such acceptance such successor trustee shall be qualified under the provisions of Section 7.08 and be eligible under the provisions of Section 7.09.

Upon acceptance of appointment by a successor trustee as provided in this Section 7.11, each of the Company and the successor trustee, at the written direction and at the expense of the Company, shall give notice of the succession of such trustee to all Noteholders. If the Company fails to give such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be given at the expense of the Company.

SECTION 7.12. *Succession by Merger, Etc*. Any corporation or other entity into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or other entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation or other entity succeeding to all or substantially all of the corporate trust business of the Trustee (including the administration of this Indenture), shall be the successor to the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, *provided* that in the case of any corporation or other entity succeeding to all or substantially all of the corporate trust business of the Trustee, such corporation or other entity shall be eligible under the provisions of Section 7.09.

In case at the time such successor to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee or Authentication Agent appointed by such predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee or an Authentication Agent appointed by such successor trustee may, upon receipt of a Company Order, authenticate such Notes either in the name of any predecessor trustee hereunder or in the name of the successor trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have; *provided*, *however*, that the right to adopt the certificate of authentication of any predecessor Trustee or to authenticate Notes in the name of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

SECTION 7.13. *Evidence of Compliance with Conditions Precedent; Certificates and Opinions of Counsel to Trustee*. (1) Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(i) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(ii) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

(b) Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each person signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statement or opinion contained in such certificate or opinion is based;

(iii) a statement that, in the opinion of each such person, the person has made such examination or investigation as is necessary to enable the person to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether or not, in the opinion of each such person, such condition or covenant has been complied with; *provided*, *however*, that, with respect to matters of fact, an Opinion of Counsel may rely on an Officers' Certificate or certificates of public officials.

SECTION 7.14. *Agents; General Provisions.*

(a) *Actions of Agents.* The rights, powers, duties and obligations and actions of each Agent under this Indenture are several and not (i) joint or (ii) joint and several.

(b) *Agents of Trustee*. The Company and the Agents acknowledge and agree that in the event of a Default or Event of Default, the Trustee may, by notice in writing to the Company and the Agents, require that the Agents act as agents of, and take instructions exclusively from, the Trustee. Until they have received such written notice from the Trustee, the Agents shall act solely as agents of the Company.

(c) *Moneys held by Agents*. No Agent shall be liable for interest on any money received by it. Moneys held by Agents need not be segregated from other funds except to the extent required by law or Section 4.04.

(d) *Payments by Agents*. No Agent shall be required to make any payment under this Indenture unless and until it has received in advance the full amount to be paid. To the extent that an Agent has made a payment for which it did not receive in advance the full amount, the Company will reimburse the Agent the full amount of any shortfall.

(e) *Repayment of Costs*. No Agent shall have any duty to take any action if it has grounds for believing that it is not assured repayment of any costs it may incur in taking such action.

(f) *Duties of Agents express not implied*: The Agents shall only be obliged to perform duties set out in the agreement and terms and conditions, and shall have no implied duties.

ARTICLE 8
CONCERNING THE NOTEHOLDERS

SECTION 8.01. *Action by Noteholders*. Whenever in this Indenture it is provided that the holders of a specified percentage in aggregate principal amount of the Notes may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action, the holders of such specified percentage have joined therein may be evidenced by any instrument or any number of instruments of similar tenor executed by Noteholders in person or by agent or proxy appointed in writing. Whenever the Company or the Trustee solicits the taking of any action by the holders of the Notes, the Company or the

Trustee may, but shall not be required to, fix in advance of such solicitation, a date as the record date for determining Noteholders entitled to take such action. The record date if one is selected shall be not more than fifteen days prior to the date of commencement of solicitation of such action.

SECTION 8.02. *Proof of Execution by Noteholders*. Subject to the provisions of Section 7.01 and Section 7.02, proof of the execution of any instrument by a Noteholder or its agent or proxy shall be sufficient if made in accordance with such reasonable rules and regulations as may be prescribed by the Trustee or in such manner as shall be satisfactory to the Trustee. The holding of Notes shall be proved by the Note Register or by a certificate of the Note Registrar.

SECTION 8.03. *Who Are Deemed Absolute Owners*. The Company, the Trustee, any Authentication Agent, any Paying Agent, any Conversion Agent and any Note Registrar may deem the Person in whose name a Note shall be registered upon the Note Register to be, and may treat it as, the absolute owner of such Note (whether or not such Note shall be overdue and notwithstanding any notation of ownership or other writing thereon made by any Person other than the Company or any Note Registrar) for the purpose of receiving payment of or on account of the principal of and (subject to Section 2.03) accrued and unpaid interest, if any, on such Note, for conversion of such Note and for all other purposes; and neither the Company nor the Trustee nor any Paying Agent nor any Conversion Agent nor any Note Registrar shall be affected by any notice to the contrary. All such payments so made to any holder for the time being, or upon its order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for monies payable upon any such Note.

SECTION 8.04. *Company-Owned Notes Disregarded*. In determining whether the holders of the requisite aggregate principal amount of Notes have concurred in any direction, consent, waiver or other action under this Indenture, Notes that are owned by the Company or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company shall be disregarded and deemed not to be outstanding for the purpose of any such determination; *provided* that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, consent, waiver or other action only Notes that a Responsible Officer knows are so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as outstanding for the purposes of this Section 8.04 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to so act with respect to such Notes and that the pledgee is not the Company or a Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. In the case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Notes, if any, known by the Company to be owned or held by or for the account of any of the above described Persons; and, subject to Section 7.01, the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Notes not listed therein are outstanding for the purpose of any such determination.

SECTION 8.05. *Revocation of Consents; Future Noteholders Bound*. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 8.01, of the taking of any action by the holders of the percentage in aggregate principal amount of the Notes specified in this Indenture in connection with such action, any holder of a Note that is shown by the evidence to be included in the Notes the holders of which have consented to such action may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of holding as provided in Section 8.02, revoke such action so far as concerns such Note. Except as aforesaid, any such action taken by the holder of any Note shall be conclusive and binding upon such holder and upon all future holders and owners of

such Note and of any Notes issued in exchange or substitution therefor or upon registration of transfer thereof, irrespective of whether any notation in regard thereto is made upon such Note or any Note issued in exchange or substitution therefor or upon registration of transfer thereof.

ARTICLE 9
SUPPLEMENTAL INDENTURES

SECTION 9.01. *Supplemental Indentures Without Consent of Noteholders*. The Company and the Trustee, at the Company's expense, may from time to time and at any time enter into an indenture or indentures supplemental hereto for one or more of the following purposes:

(a) to cure any ambiguity, omission, defect or inconsistency in this Indenture or the Notes in a manner that does not adversely affect the rights of any Noteholder;

(b) to provide for the assumption by a Successor Company of the obligations of the Company under this Indenture pursuant to Article 10;

(c) to add guarantees with respect to the Notes;

(d) to secure the Notes;

(e) to add to the covenants of the Company such further covenants, restrictions or conditions for the benefit of the Noteholders or surrender any right or power conferred upon the Company;

(f) to make any change that does not adversely affect the rights of any holder in any material respect;

(g) to appoint a successor Trustee with respect to the Notes; or

(h) to issue additional Notes in accordance with Section 2.08 hereof.

Upon the written request of the Company, the Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to, but may in its discretion, enter into any supplemental indenture that affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section 9.01 may be executed by the Company and the Trustee without the consent of the holders of any of the Notes at the time outstanding, notwithstanding any of the provisions of Section 9.02.

SECTION 9.02. *Supplemental Indentures With Consent of Noteholders*. With the consent (evidenced as provided in Article 8) of the holders of at least a majority in aggregate principal amount of the Notes at the time outstanding (determined in accordance with Article 8 and including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), the Company, when authorized by the resolutions of the Board of Directors and the Trustee, at the Company's expense, may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating

any of the provisions of this Indenture or any supplemental indenture or of modifying in any manner the rights of the holders of the Notes or waiving any past default or compliance with provisions of this Indenture; *provided*, *however*, that no such supplemental indenture shall:

(a) reduce the percentage in aggregate principal amount of Notes outstanding necessary to modify or amend this Indenture or to waive any past Default or Event of Default;

(b) reduce the rate or extend the stated time for payment of interest on any Note;

(c) reduce the principal of, or extend the Maturity Date of, any Note;

(d) make any change that impairs or adversely affects the conversion rights of any Notes;

(e) reduce the Fundamental Change Repurchase Price or redemption price of any Note or amend or modify in any manner adverse to the holders of the Notes the Company's obligation to make such payments, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;

(f) make any Note payable in a currency other than that stated in the Note;

(g) change the ranking of the Notes in a manner that is adverse to the Noteholders;

(h) impair the right of any holder to receive payment of principal of and interest, if any, on such holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's Note; or

(i) make any change in this Section 9.02 or in the waiver provisions in Section 6.02 or Section 6.09,

in each case without the consent of each holder of an outstanding Note affected.

Upon the written request of the Company, and upon the filing with the Trustee of evidence of the consent of Noteholders as aforesaid and subject to Section 9.05, the Trustee shall join with the Company in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

It shall not be necessary for the consent of the Noteholders under this Section 9.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof. After an amendment under this Indenture becomes effective, the Company shall give notice briefly describing such amendment to all Noteholders. However, the failure to give such notice to all the holders, or any defect in the notice, will not impair or affect the validity of the amendment.

SECTION 9.03. *Effect of Supplemental Indentures*. Upon the execution of any supplemental indenture pursuant to the provisions of this Article 9, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitation of rights, obligations, duties and immunities under this Indenture of the parties hereto and the Noteholders shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications

and amendments and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.04. *Notation on Notes*. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article 9 may, at the Company's expense, bear a notation as to any matter provided for in such supplemental indenture. If the Trustee or the Company shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any modification of this Indenture contained in any such supplemental indenture may, at the Company's expense, be prepared and executed by the Company, authenticated by the Trustee (or an Authentication Agent), and delivered in exchange for the Notes then outstanding, upon surrender of such Notes then outstanding.

SECTION 9.05. *Evidence of Compliance of Supplemental Indenture to Be Furnished to Trustee*. In addition to the documents required by Section 15.05, the Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant hereto complies with the requirements of this Article 9 and is permitted or authorized by the Indenture, and such supplemental indenture is the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

ARTICLE 10
CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

SECTION 10.01. *Company May Consolidate, Etc. on Specified Terms*. Subject to the provisions of Section 10.02, the Company shall not consolidate with, merge with or into, or convey, transfer, split-off or lease all or substantially all of its properties and assets to another Person, unless:

(h) the resulting, surviving or transferee Person (the "**Successor Company**"), if not the Company, shall be a corporation, partnership, limited liability company or similar entity organized and existing under the laws of any member state of the European Union, the United States of America, any state thereof, or the District of Columbia, and the Successor Company (if not the Company) shall expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of the Company under the Notes and this Indenture; and

(i) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing under this Indenture.

Upon any such consolidation, merger, conveyance, transfer, split-off or lease the Successor Company (if not the Company) shall succeed to, and may exercise every right and power of, the Company under this Indenture.

For purposes of this Section 10.01, the conveyance, transfer, split-off or lease of all or substantially all of the properties and assets of one or more Subsidiaries of the Company to another Person that is not, or Persons that are not, the Company or Subsidiaries of the Company, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company to another Person.

SECTION 10.02. *Successor Corporation to Be Substituted*. In case of any such consolidation, merger, conveyance, transfer, split-off or lease and upon the assumption by the Successor Company, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of, accrued and unpaid interest, if any, on all of the Notes, the due and punctual delivery or payment, as the case may be, of any consideration due upon conversion of the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Company, such Successor Company shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of the first part. Such Successor Company thereupon may cause to be signed, and may issue in its own name any or all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such Successor Company instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall, upon receipt of a Company Order, authenticate and shall deliver, or cause to be authenticated and delivered, any Notes that such Successor Company thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof. In the event of any such consolidation, merger, conveyance, transfer or split-off (but not in the case of a lease), the Person named as the "Company" in the first paragraph of this Indenture or any successor that shall thereafter have become such in the manner prescribed in this Article 10 may be dissolved, wound up and liquidated at any time thereafter and, except in the case of a lease, such Person shall be released from its liabilities as obligor and maker of the Notes and from its obligations under this Indenture.

In case of any such consolidation, merger, conveyance, transfer, split-off or lease, such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

SECTION 10.03. *Opinion of Counsel to Be Given to Trustee*. The Company shall not effect any merger, consolidation, conveyance, transfer, split-off or lease referred to in Section 10.01 unless the Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any such consolidation, merger, conveyance, transfer, split-off or lease and any such assumption and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, complies with the provisions of this Article 10.

ARTICLE 11
IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

SECTION 11.01. *Indenture and Notes Solely Corporate Obligations*. No recourse for the payment of the principal of or accrued and unpaid interest, if any, on any Note, nor for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company in this Indenture or in any supplemental indenture or in any Note, nor because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer or director or Subsidiary, as such, past, present or future, of the Company or of any successor corporation or entity, either directly or through the Company or any successor corporation or entity, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such

liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issuance of the Notes.

ARTICLE 12
CONVERSION OF NOTES

SECTION 12.01. *Conversion Right*. (1) Upon compliance with the provisions of this Article 12, a holder of a Note shall have the right, at such holder's option, to convert all or any portion (if the portion to be converted is $200,000 principal amount or an integral multiple thereof) of such Note (i) subject to satisfaction of the conditions set forth in Section 12.01(b), at any time during the Contingent Conversion Period under the circumstances and during the periods set forth in Section 12.01(b), and (ii) irrespective of the conditions set forth in Section 12.01(b), at any time following the Contingent Conversion Period that is prior to the close of business on the fifth Business Day immediately preceding the Maturity Date, in each case, at an initial Conversion Ratio (the "**Conversion Ratio**") of 7,056.7273 (subject to adjustment as provided in Section 12.04 of this Indenture) per $200,000 principal amount of Notes (subject to the settlement provisions of Section 12.02, the "**Conversion Obligation**"). A Noteholder may convert a portion (less than all) of its Notes only if the Notes the Noteholder retains are in a Permitted Denomination.

(a) During the Contingent Conversion Period, the Notes may be surrendered for conversion:

(i) during the five Business Days immediately after any ten consecutive Trading Days period (the "**Measurement Period**") in which the Trading Price per $200,000 principal amount of Notes, as determined following a request by a holder of Notes which complies with the requirements of this subsection (b)(i), for each day of such Measurement Period was less than 98% of the product of the then-applicable Conversion Ratio on such Trading Day and the Last Reported Sale Price of the Common Stock on such Trading Day. The Trading Prices shall be determined by the Calculation Agent pursuant to this subsection (b)(i). The Calculation Agent shall have no obligation to determine the Trading Price of the Notes unless the Company has requested such determination in writing; and the Company shall have no obligation to make such request unless a Noteholder provides the Company with reasonable evidence that the Trading Price per $200,000 principal amount of the Notes would be less than 98% of the product of the then-applicable Conversion Ratio and the Last Reported Sale Price of the Common Stock at such time, at which time the Company shall instruct the Calculation Agent in writing to determine the Trading Price of the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $200,000 principal amount of the Notes is greater than or equal to 98% of the product of the then-applicable Conversion Ratio and the Last Reported Sale Price of the Common Stock on such Trading Day. Any such determination will be conclusive absent manifest error. If, upon presentation of such reasonable evidence by a Noteholder, the Company does not instruct the Calculation Agent in writing to determine the Trading Price of the Notes as provided in the preceding sentence, or if the Company does so instruct the Calculation Agent but the Calculation Agent fails to make the determination, then the Trading Price per $200,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the then-applicable Conversion Ratio for each Trading Day thereafter until any Trading Day on which the Calculation Agent, upon instruction of the Company, makes such determination. If, following such request from the Noteholder and the procedures outlined above, the Trading Price condition to conversion set forth above is

determined to have been met by the Calculation Agent, the Company shall so notify the Noteholders, the Trustee and the Conversion Agent. If, at any time after the Trading Price condition to conversion set forth above has been met, the Trading Price per $200,000 principal amount of the Notes is greater than or equal to 98% of the product of the then-applicable Conversion Ratio and the Last Reported Sale Price of the Common Stock on such Trading Day, the Company shall so notify the Noteholders, the Trustee and the Conversion Agent in writing. For the avoidance of doubt, the provisions of Section 12.06 apply to the determinations and procedures contemplated by this Section 12.01(b)(i);

(ii) in the event that the Company elects to distribute cash, assets, securities, or other property to all or substantially all holders of its Common Stock, which distribution has a per share value (as determined by the Calculation Agent) greater than 25% of the arithmetic mean of the Daily VWAP of the Common Stock on each Trading Day in the 20 consecutive Trading Day period immediately preceding the date of declaration for such distribution, then the Company shall notify all holders of the Notes, the Trustee and the Conversion Agent not less than 20 Scheduled Trading Days prior to the proposed Ex-Dividend Date for such distribution and will update such notice promptly if the proposed Ex-Dividend Date subsequently changes. Once the Company has given such notice, the Notes may be surrendered for conversion at any time until the earlier of (1) the close of business on the fifth Business Day immediately prior to such Ex-Dividend Date and (2) the Company's announcement that such distribution will not take place, even if the Notes are not otherwise convertible at such time. No Noteholder may exercise this right to convert if the Noteholder otherwise may participate in such distribution without conversion (based upon the then-applicable Conversion Ratio and upon the same terms as holders of the Company's Common Stock);

(iii) in the event of a Fundamental Change (determined without regard to the proviso immediately following clause (d) of such definition) or a Make-Whole Fundamental Change, a Noteholder may surrender Notes for conversion at any time from and after the 60th Scheduled Trading Day prior to the anticipated effective date of such Fundamental Change or Make-Whole Fundamental Change, as the case may be, until the close of business on the fifth Business Day immediately preceding the Fundamental Change Repurchase Date, if any, corresponding to such Fundamental Change (or, if later, the close of business on the 60th calendar day (or, if such day is not a Business Day, the immediately following Business Day) following the date of the Fundamental Change Company Notice), or, in the case of a Make-Whole Fundamental Change that does not constitute a Fundamental Change, the close of business on the 60th Trading Day immediately following such effective date (or, if later, the close of business on the 60th calendar day (or, if such day is not a Business Day, the immediately following Business Day) following the date on which Noteholders are given notice of the Make-Whole Fundamental Change following the occurrence thereof. The Company shall give notice to all Noteholders, the Trustee and the Conversion Agent of the anticipated effective date of any proposed Fundamental Change or Make-Whole Fundamental Change, as the case may be, as soon as practicable after the date the Company publicly announces such event, and shall use commercially reasonable efforts to determine the anticipated effective date and make such announcement in time to give such notice no later than 60 Scheduled Trading Days in advance of such anticipated effective date; provided that (i) the Company shall not be required to give such notice more than 60 Scheduled Trading Days in advance of such anticipated effective date, (ii) if the Company does not have knowledge of such event at least 60 Scheduled Trading Days in advance of such anticipated effective date, the Company shall provide such notice within one Business Day of the date upon which the Company receives notice or otherwise becomes aware of such event; and (iii) the Company shall

update any such previously given notice promptly if the anticipated effective date subsequently changes.

(iv) in any Fiscal Quarter during the Contingent Conversion Period after the Fiscal Quarter ending March 31, 2014, if the arithmetic mean of the Last Reported Sale Prices of the Common Stock in each Trading Day in any twenty consecutive Trading Days within the period of thirty consecutive Trading Days ending on, and including, the last Trading Day of the immediately preceding Fiscal Quarter is equal to or more than 130% of the then-applicable Conversion Price on the last day of such preceding Fiscal Quarter (such price, the "**Conversion Trigger Price**"). The Company shall have the Calculation Agent promptly determine, at the beginning of each Fiscal Quarter after the fiscal quarter ending March 31, 2014, whether the Notes may be surrendered for conversion in accordance with this clause (iv) and shall promptly notify the Trustee, the Conversion Agent and the Noteholders;

(v) at any time from and after the day (which must be a Business Day) on which notice of redemption is given in accordance with Article 14 hereof until the close of business on the 10th calendar day (or, if such day is not a Business Day, the immediately following Business Day) immediately preceding the Redemption Date; and

(vi) at any time from and after the occurrence of an Event of Default, until such Event of Default shall have been cured or waived or the principal amount of the Notes shall have been accelerated.

SECTION 12.02. *Conversion Procedure*. (1) Subject to this Section 12.02, upon any conversion of any Note, the Company shall deliver to converting Noteholders, in respect of each $200,000 principal amount of Notes being converted, cash in amount equal to the sum of the Daily Cash Settlement Amounts for each of the 50 consecutive Trading Days during the related Calculation Period (the "**Cash Settlement Amount**"), as set forth in this Section 12.02, and as determined by the Calculation Agent.

(a) In respect of definitive Notes, before any holder shall be entitled to convert the same as set forth above, such holder shall complete and manually sign and deliver an irrevocable notice to the Conversion Agent in the form attached as Exhibit B hereto (a "**Notice of Conversion**") at the office of the Conversion Agent and state in writing therein the principal amount of Notes to be converted, (2) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by any appropriate endorsement and transfer documents), at the office of the Conversion Agent, and (3) if required, furnish appropriate endorsements and transfer documents. In respect of Global Notes, beneficial interests therein may only be surrendered for conversion in accordance with the Applicable Procedures. In connection with all conversions in respect of beneficial interests in a Global Note, the Conversion Agent (copied to the Trustee and the Registrar) must receive: (1) a Notice of Conversion from the Common Depositary or its nominee (as the sole registered holder of such Global Note); and (2) a written order from a Participant or an Indirect Participant given to the Common Depositary in accordance with the Applicable Procedures directing the Common Depositary to surrender for conversion an amount equal to the beneficial interest to be converted.

The Conversion Agent shall notify the Company of any conversion pursuant to this Article 12 as soon as practicable and no later than the following Business Day. Without diminishing the Conversion Agent's liability to the Company for failure to comply with its obligation under the preceding sentence, any delay in such notification will not invalidate the effectiveness of the Notice of Conversion.

No Notice of Conversion with respect to any Notes (or portions thereof) may be given by a holder thereof or shall be effective if such holder has also delivered a Fundamental Change Repurchase Notice to the Company in respect of such Notes (or portions thereof) and not validly withdrawn such Fundamental Change Repurchase Notice in accordance with Section 13.02, unless the Company defaults in the payment of the Fundamental Change Repurchase Price.

If more than one Note (or portion thereof) shall be surrendered for conversion at one time by the same holder, the Conversion Obligation with respect to such Notes (or portions thereof), if any, that shall be payable upon conversion shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

A Note (or portion thereof) shall be deemed to have been converted immediately prior to the close of business on the date (the "**Conversion Date**") that each of the requirements set forth in this Section 12.02(b) have been complied with.

(b) The Company covenants and agrees that it will cause the cash due in respect of its Conversion Obligation to be paid to the holder(s) of the Notes on the fifth Business Day immediately following the last Trading Day of the applicable Calculation Period; *provided*, *however*, that if, prior to the Conversion Date for any converted Notes, the Common Stock has been replaced by Reference Property consisting solely of cash pursuant to Section 12.05, the Company will cause the cash due in respect of its Conversion Obligation to be paid on the tenth Business Day immediately following the relevant Conversion Date. Notwithstanding the foregoing, if any information required in order to calculate the amount of cash due in respect of the Company's Conversion Obligation will not be available as of the applicable delivery date specified above, the Company will cause the applicable amount to be paid on the fifth Business Day after the earliest Trading Day on which such calculation can be made. The Company shall provide written notice to the Paying Agent (copied to the Trustee and Conversion Agent) at least three Business Days in advance of any such settlement date in the form of Exhibit C (a "**Confirmation of Conversion**"). For the avoidance of doubt, none of the Trustee, the Conversion Agent or the Paying Agent will have any further obligation in respect of any notice delivered to the Company pursuant to Section 12.02(b) in relation to any conversion, including the payment of any cash due upon conversion, unless and until a Confirmation of Conversion is received from the Company.

The Company shall deposit with the Paying Agent no later than 10:00 a.m. London time one Business Day prior to the settlement date specified in the Confirmation of Conversion an amount of cash sufficient to pay the cash specified as due in the Confirmation of Conversion. If the Paying Agent holds money sufficient to make such payment by such time and on such date and is not prohibited from paying such money to the Noteholders, then, provided that the cash due and the settlement date specified in the Confirmation of Conversion are correct: (i) such Notes (or portions thereof) will cease to be outstanding; (ii) interest will cease to accrue on such Notes on and after the Conversion Date; and (iii) all other rights of the holders of such Notes will terminate (other than the right to receive the cash due in respect of the Company's Conversion Obligation). If the cash due in respect of the Company's Conversion Obligation is not paid on the settlement date or in the correct amount, including because of failure of the Company to comply with this Section 12.02(c) or due to inaccuracy or mistake in the Confirmation of Conversion, interest shall be paid on the overdue Cash Settlement Amount, or on any deficiency in the portion thereof paid, at the rate provided in the Notes.

For the avoidance of doubt, the Trustee, Conversion Agent and Paying Agent shall be held harmless and have no liability with respect to any inaccuracy or mistake in the Confirmation of Conversion (and, for the avoidance of doubt, shall not be required to pay a greater or lesser amount than

specified, or on a date other than the settlement date specified, in the Confirmation of Conversion), be held harmless and have no liability with respect to payments or disbursements to be made by the Paying Agent (i) for which payment instructions are not made or that are not otherwise deposited by the respective times set forth in this Section 12.02(c), and (ii) until they have confirmed receipt of funds sufficient to make the relevant payment, and shall also be held harmless with respect to any authentication and delivery of a definitive Note in reduced principal amount pursuant to Section 12.02(d) or any notation reducing the principal amount represented by any Global Note pursuant to Section 12.02(e) in reliance on a Confirmation of Conversion.

(c) In case any definitive Note shall be surrendered for partial conversion, the Company shall execute and the Trustee or any Authentication Agent, upon receipt of a Company Order, shall authenticate and deliver to or upon the written order of the holder of the Note so surrendered, without charge to such holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Note.

(d) Upon the conversion of an interest in a Global Note, the Registrar or the Paying Agent shall make a notation on such Global Note as to the reduction in the principal amount represented thereby.

(e) Upon conversion, a Noteholder shall not receive any additional cash payment for accrued and unpaid interest except as set forth below. The Company's settlement of the Conversion Obligations pursuant to Section 12.02 shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Conversion Date. As a result, accrued and unpaid interest to, but not including, the Conversion Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if definitive Notes are converted after the close of business on an Interest Record Date, holders of such definitive Notes as of the close of business on the Interest Record Date will receive the interest payable on such definitive Notes on the corresponding Interest Payment Date notwithstanding the conversion, *provided* that the Settlement Amount in respect of any such definitive Notes surrendered for conversion during the period from the close of business on any Interest Record Date to the opening of business on the corresponding Interest Payment Date will be reduced by an amount equal to the interest payable on the Notes so converted; *provided*, *further, however*, that no such reduction in the Settlement Amount shall result (1) if the Company has specified a Fundamental Change Repurchase Date that is after such Interest Record Date but on or prior to the corresponding Interest Payment Date, (2) to the extent of any Defaulted Interest existing at the time of conversion with respect to such definitive Notes, (3) if the Company has specified a Redemption Date that is after such Interest Record Date but on or prior to the corresponding Interest Payment Date; or (4) if the definitive Notes are surrendered for conversion after the close of business on the Interest Record Date immediately preceding the Maturity Date. For the avoidance of doubt, owing to absence of intervening Business Days between Interest Record Dates and corresponding Interest Payment Dates in the case of Global Notes, no conversion of a beneficial interest in a Global Note between the close of business on an Interest Record Date and the opening of business on the corresponding Interest Payment Date may (or is intended to) occur, and the immediately preceding sentence shall have no application to any such interests in Global Notes. Except as set forth in this Section 12.02(f), no payment or adjustment will be made for accrued and unpaid interest on converted Notes.

SECTION 12.03. *Increased Conversion Ratio Applicable to Certain Notes Surrendered in Connection with Make-Whole Fundamental Changes*. (1) Notwithstanding anything herein to the contrary, the Conversion Ratio applicable to each Note that is surrendered for conversion, in accordance with this Article 12, at any time from, and including, the effective date (the "**Effective Date**") of a Make-

Whole Fundamental Change until, and including, the close of business on the Business Day immediately preceding the related Fundamental Change Repurchase Date, or, in the case of a Make-Whole Fundamental Change that does not constitute a Fundamental Change, the close of business on the 60th Trading Day immediately following the Effective Date of such Make-Whole Fundamental Change (or, if later in either case, the close of business on the 60th calendar day (or, if such day is not a Business Day, the immediately following Business Day) following the date of the related Fundamental Change Company Notice or the date on which Noteholders are given notice of the Make-Whole Fundamental Change following the occurrence thereof, as applicable) (such period, the "**Make-Whole Fundamental Change Period**"), shall be increased to an amount equal to the Conversion Ratio that would, but for this Section 12.03, otherwise apply to such Note pursuant to this Article 12, *plus* an amount equal to the Make-Whole Conversion Ratio Adjustment.

As used herein, "**Make-Whole Conversion Ratio Adjustment**" shall mean, with respect to a Make-Whole Fundamental Change, the amount set forth in the following table that corresponds to the Effective Date of such Make-Whole Fundamental Change and the Stock Price for such Make-Whole Fundamental Change, all as determined by the Calculation Agent:

Make-Whole Conversion Ratio Adjustment

	Stock Price											
Effective Date	**$21.39**	**$25.00**	**$28.34**	**$30.00**	**$35.00**	**$40.00**	**$50.00**	**$60.00**	**$70.00**	**$80.00**	**$100.00**	**$120.00**
March 19, 2014	2,293.4363	1,774.7527	1,332.3906	1,163.5127	791.2670	552.8477	284.8407	152.4427	81.8270	42.3977	7.4787	0.0000
March 19, 2015	2,293.4363	1,819.4407	1,349.7865	1,171.5794	782.1184	536.3777	266.3727	137.3694	70.7984	34.8377	4.7127	0.0000
March 19, 2016	2,293.4363	1,846.3607	1,348.3962	1,160.9194	755.7813	505.2327	238.3607	116.6194	56.6384	25.7302	2.0407	0.0000
March 19, 2017	2,293.4363	1,837.2407	1,312.4047	1,116.9460	701.2441	451.5127	197.3047	89.0594	39.3070	15.4352	0.0000	0.0000
March 19, 2018	2,293.4363	1,771.4567	1,223.3715	1,022.6194	606.1927	367.4177	141.6567	55.8660	20.6927	5.7352	0.0000	0.0000
March 19, 2019	2,293.4363	1,623.4727	1,057.0130	855.5127	456.1698	246.5927	74.7607	22.5460	5.2927	0.0000	0.0000	0.0000
March 19, 2020	2,293.4363	1,342.2487	761.5084	568.7260	228.7527	89.3927	13.7287	1.7627	0.0000	0.0000	0.0000	0.0000
March 19, 2021	2,293.4363	943.2727	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

provided, however, that:

(i) if the actual Stock Price of such Make-Whole Fundamental Change is between two Stock Prices listed in the table above under the row titled "Stock Price," or if the actual Effective Date of such Make-Whole Fundamental Change is between two Effective Dates listed in the table above in the column immediately below the title "Effective Date," then the Make-Whole Conversion Ratio Adjustment for such Make-Whole Fundamental Change shall be determined by the Calculation Agent by straight-line interpolation between the Make-Whole Conversion Ratio Adjustment set forth for such higher and lower Stock Prices, or for such earlier and later Effective Dates based on a 365-day year, as applicable;

(ii) if the actual Stock Price of such Make-Whole Fundamental Change is greater than 120.00 per share (subject to adjustment in the same manner as the Stock Price as provided in clause (iii) below), or if the actual Stock Price of such Make-Whole Fundamental Change is less than $21.39 per share (subject to adjustment in the same manner as the Stock Price as provided in clause (iii) below), then the Make-Whole Conversion Ratio Adjustment shall be equal to zero and this Section 12.03 shall not require the Company to increase the Conversion Ratio with respect to such Make-Whole Fundamental Change;

(iii) if an event occurs that requires, pursuant to this Article 12 (other than solely pursuant to this Section 12.03), an adjustment to the Conversion Ratio, then, on the date and at the time such adjustment is so required to be made, each price set forth in the table above under the row titled "Stock Price" shall be deemed to be adjusted so that such Stock Price, at and after such time, shall be equal to the product of (1) such Stock Price as in effect immediately before such adjustment to such Stock Price and (2) a fraction whose numerator is the Conversion Ratio in effect immediately before such adjustment to the Conversion Ratio and whose denominator is the Conversion Ratio to be in effect, in accordance with this Article 12, immediately after such adjustment to the Conversion Ratio;

(iv) each Make-Whole Conversion Ratio Adjustment set forth in the table above shall be adjusted in the same manner in which, at the same time and for the same events for which, the Conversion Ratio is to be adjusted pursuant to Section 12.04; and

(v) in no event will the Conversion Ratio exceed 9350.1636 per $200,000 principal amount of Notes, subject to adjustment in the same manner as the Conversion Ratio pursuant to Section 12.04.

(vi) If any Noteholder converts such holder's Notes prior to or following the Make-Whole Fundamental Change Period, such holder will not be entitled to receive the increased Conversion Ratio resulting from the Make-Whole Conversion Ratio Adjustment in connection with such conversion.

(b) Each notice, announcement and publication required by Section 12.01(b)(iii) in respect of a Make-Whole Fundamental Change shall also state that in connection with such Make-Whole Fundamental Change, the Company shall increase, in accordance herewith, the Conversion Ratio applicable to Notes entitled as provided herein to such increase (along with a description of how such increase shall be calculated by the Calculation Agent and the time periods during which Notes must be surrendered in order to be entitled to such increase). No later than five Business Days after the actual Effective Date of each Make-Whole Fundamental Change, the Company shall give all Noteholders, the Trustee and the Conversion Agent written notice of such Effective Date and the amount by which the Conversion Ratio has been so increased.

Nothing in this Section 12.03 shall prevent an adjustment to the Conversion Ratio pursuant to Section 12.04 in respect of a Make-Whole Fundamental Change.

SECTION 12.04. *Adjustment of Conversion Ratio*. The Conversion Ratio shall be adjusted from time to time by the Calculation Agent as follows:

(a) If the Company issues solely shares of Common Stock as a dividend or distribution on all or substantially all of the shares of Common Stock, or if the Company effects a share split or share combination of the Common Stock, the applicable Conversion Ratio will be adjusted based on the following formula:

$$CR = CR_0 \times \frac{OS}{OS_0}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution, or immediately prior to the open of business on the Business Day immediately following the effective date of such share split or share combination, as the case may be;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for such dividend or distribution, or immediately after the open of business on the Business Day immediately following the effective date of such share split or share combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such dividend, distribution share split or share combination, as the case may be; and

OS = the number of shares of Common Stock outstanding immediately after such dividend distribution share split or share combination, as the case may be.

Such adjustment shall become effective immediately after the opening of business on the Ex-Dividend Date for such dividend or distribution, or the Business Day immediately following the effective date for such share split or share combination. If any dividend or distribution of the type described in this Section 12.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not split or combined, as the case may be, the Conversion Ratio shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or split or combine the outstanding shares of Common Stock, as the case may be, to the Conversion Ratio that would then be in effect if such dividend, distribution, share split or share combination had not been declared or announced.

(b) If the Company distributes to all or substantially all holders of its Common Stock any rights, options or warrants entitling them for a period of not more than sixty calendar days from the record date for such distribution to subscribe for or purchase shares of the Common Stock, at a price per share less than the arithmetic average of the Last Reported Sale Prices of the Common Stock for the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the declaration date for such distribution, the Conversion Ratio shall be increased based on the following formula:

$$CR = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for such distribution;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for such distribution;

OS_0 = the number of shares of the Common Stock that are outstanding immediately prior to the open of business on the Ex-Dividend Date for such distribution;

X = the total number of shares of the Common Stock issuable pursuant to such rights, options or warrants; and

Y = the number of shares of the Common Stock equal to the aggregate price payable to exercise such rights, options or warrants, divided by the arithmetic average of the Last Reported Sale Prices of the Common Stock over the shorter of (i) the period of Trading Days from, and including, the date of announcement of the terms of such rights, options or warrants distribution (if announced prior to the close of business, or, otherwise, the immediately following Trading Day) to, and including, the Trading Day immediately preceding the Ex-Dividend Date relating to such rights, options or warrants distribution; and (ii) the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date relating to such rights, options or warrants distribution.

Such adjustment shall be successively made whenever any such rights, options or warrants are distributed and shall become effective immediately after the opening of business on the Ex-Dividend Date for such distribution. To the extent that shares of the Common Stock are not delivered after the expiration of such rights, options or warrants, the Conversion Ratio shall be readjusted to the Conversion Ratio that would then be in effect had the adjustments made upon the issuance of such rights, options or warrants been made on the basis of delivery of only the number of shares of the Common Stock actually delivered. If such rights, options or warrants are not so issued, the Conversion Ratio shall again be adjusted to be the Conversion Ratio that would then be in effect if such Ex-Dividend Date for such distribution had not been fixed.

For purposes of this Section 12.04(b), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of the Common Stock at less than the arithmetic average of the Last Reported Sale Prices of the Common Stock for each Trading Day in the applicable ten consecutive Trading Day period, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Calculation Agent. In no event shall the Conversion Ratio be decreased pursuant to this Section 12.04(b).

(c) If the Company shall distribute shares of its Capital Stock, evidences of its indebtedness or other of its assets or property, or rights, options or warrants to acquire its Capital Stock or other securities, to all or substantially all holders of its Common Stock, other than (i) dividends or distributions (including share splits) covered by Section 12.04(a) or Section 12.04(b), (ii) dividends or distributions paid exclusively in cash and covered by Section 12.04(d) and (iii) Spin-Offs to which the provisions set forth below in this Section 12.04(c) shall apply (any of such shares of Capital Stock, indebtedness, or other asset or property, or rights, options or warrants to acquire its Capital Stock or other securities, hereinafter in this Section 12.04(c) called the "**Distributed Property**"), then, in each such case the Conversion Ratio shall be increased based on the following formula:

$$CR = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for such distribution;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for such distribution.

SP_0 = the arithmetic average of the Last Reported Sale Prices of the Common Stock over the shorter of (i) the period of Trading Days from, and including, the date of announcement of the terms of such distribution (if announced prior to the close of business, or, otherwise, the immediately following Trading Day) to, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and (ii) the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and

FMV = the fair market value (as determined by the Calculation Agent) of the shares of Capital Stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of the Common Stock as of the open of business on the Ex-Dividend Date for such distribution.

Such adjustment shall become effective immediately prior to the opening of business on the Ex-Dividend Date for such distribution; *provided* that if "FMV" as set forth above is equal to or greater than "SP_0" as set forth above, in lieu of the foregoing adjustment, adequate provisions shall be made so that each Noteholder shall have the right to receive on conversion in respect of each $200,000 principal amount of the Notes held by such holder, in addition to the Cash Settlement Amount in respect of the number of shares of Common Stock represented by the Conversion Ratio, the amount and kind of Distributed Property such holder would have received had such holder owned a number of shares of Common Stock equal to the applicable Conversion Ratio immediately prior to the Record Date for such distribution. If such distribution is not so paid or made, the Conversion Ratio shall again be adjusted to be the Conversion Ratio that would then be in effect if such dividend or distribution had not been declared. If the Calculation Agent determines "FMV" for purposes of this Section 12.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in computing the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Trading Day immediately preceding the Ex-Dividend Date for such distribution.

With respect to an adjustment pursuant to this Section 12.04(c) where there has been a dividend or other distribution on the Common Stock of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company (a "**Spin-Off**"), the Conversion Ratio will be increased based on the following formula:

$$CR = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for the Spin-Off;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for the Spin-Off;

FMV_0 = the arithmetic average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Common Stock applicable to one share of the Common Stock (determined by reference to the definition of Last Reported Sale Price as set forth in Section 1.01 as if references there to Capital Stock were to such Capital Stock or similar equity interest) over the first ten consecutive Trading Day period immediately following, and including, the Ex-Dividend Date for the Spin-Off (such period, the "**Valuation Period**"), and

MP_0 = the arithmetic average of the Last Reported Sale Prices of the Common Stock over the Valuation Period.

The adjustment to the Conversion Ratio under the preceding paragraph of this Section 12.04(c) shall be made immediately after the opening of business on the day after the last day of the Valuation Period, but shall become effective as of the opening of business on the Ex-Dividend Date for the Spin-Off. If the Ex-Dividend Date for the Spin-Off is less than ten consecutive Trading Days prior to, and including, the end of the Calculation Period in respect of any conversion, references within this Section 12.04(c) relating to Spin-Offs to ten consecutive Trading Days shall be deemed replaced, for purposes of calculating the affected daily Conversion Ratios in respect of that conversion, with such lesser number of Trading Days as have elapsed from, and including, the Ex-Dividend Date for the Spin-Off to, and including, the last Trading Day of such Calculation Period. For purposes of determining the applicable Conversion Ratio, in respect of any conversion during the ten consecutive Trading Days commencing on the Ex-Dividend Date of any Spin-Off, references within this Section 12.04(c) relating to Spin-Offs to ten consecutive Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the Ex-Dividend Date for such Spin-Off to, but excluding, the Conversion Date for such conversion.

For purposes of this Section 12.04(c) (and subject in all respect to Section 12.11), rights, options or warrants distributed by the Company to all or substantially all holders of its Common Stock entitling them to subscribe for or purchase shares of the Company's Capital Stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such shares of the Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Common Stock, shall be deemed not to have been distributed for purposes of this Section 12.04(c) (and no adjustment to the Conversion Ratio under this Section 12.04(c) will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Ratio shall be made under this Section 12.04(c). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Ex-Dividend Date with respect to new rights, options or warrants with such rights (in which case the existing rights, options or warrants shall be deemed to terminate and expire on such date without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the immediately preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion

Ratio under this Section 12.04(c) was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or purchased without exercise by any holders thereof, upon such final redemption or purchase (x) the Conversion Ratio shall be readjusted as if such rights, options or warrants had not been issued and (y) the Conversion Ratio shall then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or purchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or purchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Ratio shall be readjusted as if such rights, options and warrants had not been issued.

For purposes of Section 12.04(a), Section 12.04(b) and this Section 12.04(c), any dividend or distribution to which this Section 12.04(c) is applicable that also includes one or both of:

(A) a dividend or distribution of shares of Common Stock to which Section 12.04(a) is applicable (the "**Clause A Distribution**"); or

(B) a dividend or distribution of rights, options or warrants to which Section 12.04(b) is applicable (the "**Clause B Distribution**"),

then (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this Section 12.04(c) is applicable (the "**Clause C Distribution**") and any Conversion Ratio adjustment required by this Section 12.04(c) with respect to such Clause C Distribution shall then be made, and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Conversion Ratio adjustment required by Section 12.04(a) and Section 12.04(b) with respect thereto shall then be made, except that, if determined by the Calculation Agent, (I) the "Ex-Dividend Date" of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Ex-Dividend Date of the Clause C Distribution and (II) any shares of Common Stock included in the Clause A Distribution or Clause B Distribution shall be deemed not to be "outstanding immediately prior to such dividend, distribution or share split or share combination" within the meaning of Section 12.04(a) or "outstanding immediately prior to the open of business on the Ex-Dividend Date for such distribution" within the meaning of Section 12.04(b).

In no event shall the Conversion Ratio be decreased pursuant to this Section 12.04(c).

(d) If any cash dividend or distribution is made to all or substantially all holders of the Company's outstanding Common Stock, the applicable Conversion Ratio shall be increased based on the following formula:

$$CR = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Ex-Dividend Date for such dividend or distribution;

SP_0 = the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and

C = the amount in cash per share the Company pays or distributes to holders of its Common Stock.

Such adjustment shall become effective immediately after the opening of business on the Ex-Dividend Date for such dividend or distribution; *provided* that if "C" as set forth above is equal to or greater than "SP_0" as set forth above, in lieu of the foregoing adjustment, each Noteholder shall receive, for each $200,000 principal amount of Notes, at the same time and upon the same terms, the amount of cash such holder would have received had such holder owned a number of shares equal to the Conversion Ratio on the Record Date for such distribution. If such dividend or distribution is not so paid or made, the Conversion Ratio shall again be adjusted to be the Conversion Ratio that would then be in effect if such dividend or distribution had not been declared.

In no event shall the Conversion Ratio be decreased pursuant to this Section 12.04(d).

(e) If (i) the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock, and (ii) the cash and value of any other consideration included in the payment per share of the Common Stock exceeds the arithmetic average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Date**"), the Conversion Ratio shall be increased based on the following formula:

$$CR = CR_0 \times \frac{AC + (SP \times OS)}{OS_0 \times SP}$$

where

CR_0 = the applicable Conversion Ratio in effect immediately prior to the open of business on the Trading Day next succeeding the Expiration Date;

CR = the applicable Conversion Ratio in effect immediately after the open of business on the Trading Day next succeeding the Expiration Date;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares of Common Stock purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the time (the "**Expiration Time**") such tender or exchange offer expires (prior to giving effect to such tender offer or exchange offer);

OS = the number of shares of Common Stock outstanding immediately after the Expiration Time (after giving effect to such tender offer or exchange offer); and

SP = the arithmetic average of the Last Reported Sale Prices of Common Stock over the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the Expiration Date.

Such adjustment under this Section 12.04(e) shall become effective at the opening of business on the Trading Day next succeeding the Expiration Date. If the Trading Day next succeeding the Expiration Date is less than ten consecutive Trading Days prior to, and including, the end of the Calculation Period in respect of any conversion, references within this Section 12.04(e) to ten consecutive Trading Day period shall be deemed replaced, for purposes of calculating the affected daily Conversion Ratios in respect of that conversion, with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the Expiration Date to, and including, the last Trading Day of such Calculation Period.

For purposes of determining the applicable Conversion Ratio, in respect of any conversion during the ten consecutive Trading Day period commencing on the Trading Day next succeeding the Expiration Date, references within this Section 12.04(e) to ten consecutive Trading Days period shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the Expiration Date to, but excluding, the Conversion Date for such conversion. If the Company is obligated to purchase shares pursuant to any such tender or exchange offer, but the Company is permanently prevented by applicable law from effecting any or all or any portion of such purchases or all such purchases are rescinded, the Conversion Ratio shall again be adjusted to be the Conversion Ratio that would then be in effect if such tender or exchange offer had not been made or had been made only in respect of the purchases that had been effected.

In no event shall the Conversion Ratio be decreased pursuant to this Section 12.04(e).

(f) The term "**Record Date**" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock (or other security) have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) Notwithstanding this Section 12.04 or any other provision of this Indenture or the Notes, if any Conversion Ratio adjustment becomes effective, or any Ex-Dividend Date for any issuance, dividend or distribution (relating to a required Conversion Ratio adjustment) occurs, during the period beginning on, and including, the open of business on a Conversion Date and ending on the close of business on the last Trading Day of a related Calculation Period, the Calculation Agent shall make adjustments to the Conversion Ratio and the amount of cash payable upon conversion of the Notes, as the case may be, as are necessary or appropriate to effect the intent of this Section 12.04 and the other provisions of this Article 12 and to avoid unjust or inequitable results. Any adjustment made pursuant to this Section 12.04(g) shall apply in lieu of the adjustment or other term that would otherwise be applicable.

(h) In addition to those required by clauses (a), (b), (c), (d) and (e) of this Section 12.04, and to the extent permitted by applicable law and subject to the applicable rules of the Relevant Exchange, the Company from time to time may increase the Conversion Ratio by any amount for a period

of at least twenty Business Days if the Board of Directors determines that such increase would be in the Company's best interest. In addition, the Company may also (but is not required to) increase the Conversion Ratio to avoid or diminish any income tax to holders of Common Stock or rights to purchase Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Conversion Ratio is increased pursuant to the preceding sentence, the Company shall give notice of the increase to all Noteholders at least fifteen days prior to the date the increased Conversion Ratio takes effect, and such notice shall state the increased Conversion Ratio and the period during which it will be in effect.

(i) No adjustment to the applicable Conversion Ratio is required: (i) upon the issuance of any shares of the Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in shares of the Common Stock under any plan; (ii) upon the issuance of any shares of the Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of, or assumed by, the Company or any of the Company's Subsidiaries; (iii) upon the issuance of any shares of the Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) of this subsection and outstanding as of the date the Notes were first issued; (iv) for a change in the par value of the Common Stock; (v) for accrued and unpaid interest; or (vi) for any transactions described in this Section 12.04 if Noteholders participate (as a result of holding the Notes, and at the same time as holders of Common Stock participate) in such transactions as if such Noteholders held a number shares of Common Stock equal to the Conversion Ratio at the time such adjustment would be required, multiplied by the principal amount (expressed in thousands) of Notes held by such Noteholder, without having to convert their Notes.

(j) All calculations and other determinations under this Article 12 shall be made by the Calculation Agent and shall be made to the nearest one-ten thousandth (1/10,000) of a share.

(k) No adjustment to the Conversion Ratio will be made if the adjustment would result in a change in the Conversion Ratio of less than 1%;. However, any adjustments that are less than 1% of the Conversion Ratio shall be carried forward and made, regardless of whether the aggregate adjustment is less than 1%, (i) upon any conversion of Notes, and (ii) on each Trading Day of any Calculation Period.

(l) Whenever the Conversion Ratio is adjusted as herein provided, the Company shall promptly file with the Trustee and any Conversion Agent an Officers' Certificate setting forth the Conversion Ratio after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Ratio and may assume without inquiry that the last Conversion Ratio of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Ratio setting forth the adjusted Conversion Ratio and the date on which each adjustment becomes effective and shall give notice of such adjustment of the Conversion Ratio to all Noteholders within ten days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(m) For purposes of this Section 12.04, the number of shares of Company Stock at any time outstanding shall not include shares of Common Stock held in the treasury of the Company so

long as the Company does not vote or pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company.

SECTION 12.05. *Effect of Reclassification, Consolidation, Merger or Sale*. Upon the occurrence of (i) any reclassification or change of the outstanding shares of Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination covered by Section 12.04(a)), (ii) any consolidation, merger, combination, split-off or binding share exchange involving the Company, or (iii) any sale or conveyance of all or substantially all of the property and assets of the Company and its Subsidiaries, taken as a whole, to any other Person, in each case as a result of which holders of the Common Stock shall be entitled to receive cash, securities or other property or assets (the "**Reference Property**") with respect to or in exchange for such Common Stock (any such event a "**Merger Event**"), then:

(d) The Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted under Section 9.01 providing for the conversion and settlement of the Notes as set forth in this Indenture. Such supplemental indenture shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 12. If, in the case of any Merger Event, the Reference Property includes shares of stock, other securities or other property or assets of a corporation other than the successor or purchasing corporation, as the case may be, in such Merger Event, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the foregoing, including to the extent practicable the provisions providing for the repurchase rights set forth in Article 13 herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 12.05, the Company shall promptly file with the Trustee an Officers' Certificate briefly stating the reasons therefor, the kind or amount of securities or property or assets (including cash or any combination thereof) that will comprise the Reference Property after any such Merger Event, any adjustment to be made with respect thereto and that all conditions precedent have been complied with. The Company shall cause notice of the execution of such supplemental indenture to be given to all Noteholders within twenty days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(e) Notwithstanding the provisions of Section 12.02(b), and subject to the provisions of Section 12.01 and Section 12.03, at and after the effective time of such Merger Event, (i) the Cash Settlement Amount shall be based upon Reference Property consisting of the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of the Common Stock equal to the Conversion Ratio immediately prior to such Merger Event would have owned or been entitled to receive upon such transaction (subject to Section 12.02), and (ii) the related Conversion Obligation shall be settled as set forth under clause (d) below, it being understood and agreed that for purposes of Section 12.01(b), references therein to "the Last Reported Sale Price of the Common Stock" shall be deemed at and after the effective time of such Merger Event to be references to "the Last Reported Sale Price of a unit of Reference Property comprised of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration" and references therein to "the Daily VWAP of the Common Stock" shall be deemed at and after the effective time of such Merger Event to be references to "the Daily VWAP of a unit of Reference Property

comprised of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration." The Company shall not become a party to any Merger Event unless its terms are consistent with this Section 12.05. None of the foregoing provisions shall affect the right of a holder of Notes to convert its Notes into cash, as set forth in Section 12.01 and Section 12.02 prior to the effective date of such Merger Event.

(f) With respect to each $200,000 principal amount of Notes surrendered for conversion after the effective date of any such Merger Event, the Company's Conversion Obligation shall be settled in cash in accordance with Section 12.02(a) as follows:

(A) the Company shall pay to the converting Noteholder cash in an amount, per $200,000 principal amount of Notes equal to the sum, as determined by the Calculation Agent, of the Daily Cash Settlement Amounts for each of the 50 consecutive Trading Days during the related Calculation Period, such Daily Cash Settlement Amounts determined as if the reference to "the Daily VWAP of the Common Stock" in the definition thereof were instead a reference to "the Daily VWAP of a unit of Reference Property comprised of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration";

(B) The Daily Cash Settlement Amounts shall be determined by the Calculation Agent promptly following the last day of the Calculation Period.

(C) For purposes of this Section 12.05, the "**Weighted Average Consideration**" shall mean the weighted average, as determined by the Calculation Agent, of the types and amounts of consideration received by the holders of the Common Stock entitled to receive cash, securities or other property or assets with respect to or in exchange for such Common Stock in any Merger Event who affirmatively make such an election.

(D) The Company shall notify the holders of the Notes of the Weighted Average Consideration as soon as practicable after the Weighted Average Consideration is determined.

(g) The above provisions of this Section shall similarly apply to successive Merger Events.

SECTION 12.06. *Responsibility of Trustee; Conversion Agent*. Neither the Trustee nor any Conversion Agent shall at any time be under any duty or responsibility to any Noteholder to determine the Conversion Ratio (or any adjustment thereto) or whether any facts exist that may require any adjustment (including any increase) of the Conversion Ratio, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. Neither the Trustee nor any Conversion Agent shall be accountable with respect to the amount of any cash that may at any time be issued or delivered upon the conversion of any Note; and neither the Trustee nor any Conversion Agent makes any representations with respect thereto. Neither the Trustee nor any Conversion Agent shall be responsible for any failure of the Company to pay any cash upon the surrender of any Note for the

purpose of conversion or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article. Without limiting the generality of the foregoing, neither the Trustee nor any Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 12.05 relating to the amount of cash receivable by Noteholders upon the conversion of their Notes after any event referred to in such Section 12.05 or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 7.01, may accept (without any independent investigation) as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate (which the Company shall be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto. Neither the Trustee nor the Conversion Agent shall be responsible for determining whether any event contemplated by Section 12.01(b) has occurred that makes the Notes eligible for conversion or no longer eligible therefor until the Company has delivered to the Trustee and the Conversion Agent the notices referred to in Section 12.01(b) with respect to the commencement or termination of such conversion rights, on which notices the Trustee and the Conversion Agent may conclusively rely, and the Company agrees to deliver such notices to the Trustee and the Conversion Agent immediately after the occurrence of any such event or at such other times as shall be provided for in Section 12.01(b).

SECTION 12.07. *Notice to Noteholders Prior to Certain* Actions. In case of any:

(a) action by the Company or one of its Subsidiaries that would require an adjustment in the Conversion Ratio pursuant to Section 12.04 or 12.08; or

(b) Merger Event; or

(c) voluntary or involuntary dissolution, liquidation or winding-up of the Company;

the Company shall cause to be filed with the Trustee and given to all Noteholders as promptly as possible but in any event at least twenty days prior to the applicable date hereinafter specified, a notice stating (i) the date on which a record is to be taken for the purpose of such action by or in respect of the Company or one of its Subsidiaries, or, if a record is not to be taken, the date as of which the holders of Common Stock of record are to be determined for the purposes of such action by the Company or one of its Subsidiaries, or (ii) the date on which such Merger Event, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such Merger Event, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such action by the Company or one of its Subsidiaries, Merger Event, dissolution, liquidation or winding-up.

SECTION 12.08. *Stockholder Rights Plans*. To the extent that the Company shall have a stockholder rights plan or another rights plan in effect in the future, if prior to the time of conversion, rights have separated from the shares of Common Stock in accordance with the provisions of the applicable stockholder rights agreement, the Conversion Ratio will be adjusted at the time of separation as if the Company has distributed to all holders of Common Stock, shares of the Company's Capital Stock, evidence of indebtedness or assets or property as provided in Section 12.04(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

ARTICLE 13
REPURCHASE OF NOTES AT OPTION OF HOLDERS

SECTION 13.01. *Repurchase at Option of* Noteholders *upon a Fundamental Change*. (1) If there shall occur a Fundamental Change at any time prior to the Maturity Date, then each Noteholder shall have the right, at such holder's option, to require the Company to repurchase for cash all of such holder's Notes, or any portion thereof that is an integral multiple of $200,000 principal amount, on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than twenty Business Days and not more than thirty-five Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**"), unless the Fundamental Change Repurchase Date is after an Interest Record Date and on or prior to the related Interest Payment Date, in which case interest accrued to the Interest Payment Date will be paid to holders of the Notes as of the preceding Interest Record Date and the Fundamental Change Repurchase Price payable to the holder surrendering the Note for repurchase pursuant to this Article 13 shall be equal to 100% of the principal amount of Notes subject to repurchase and will not include any accrued and unpaid interest. A Noteholder may require repurchase of a portion (less than all) of its Notes only if the Notes the Noteholder retains are in a Permitted Denomination. Repurchases of Notes under this Section 13.01 shall be made, at the option of the holder thereof, upon:

(i) delivery to the Paying Agent by a holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note as Exhibit D thereto on or prior to the close of business on the Business Day immediately preceding the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Paying Agent at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the office of the Paying Agent, such delivery being a condition to receipt by the holder of the Fundamental Change Repurchase Price therefor; *provided* that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 13.01 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $200,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture;

provided, *however*, that if the Notes are not in certificated form, the Fundamental Change Repurchase Notice must comply with the Applicable Procedures and the Paying Agent must receive such notice.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 13.01 shall be consummated by the payment of the Fundamental Change Repurchase Price pursuant to Section 13.03(a).

Notwithstanding anything herein to the contrary, any holder delivering to the Paying Agent the Fundamental Change Repurchase Notice contemplated by this Section 13.01 shall have the right to withdraw, in whole or in part, such Fundamental Change Repurchase Notice at any time prior to the close of business on the Business Day immediately preceding the Fundamental Change Repurchase Date in accordance with Section 13.02.

The Paying Agent shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof.

(f) On, or within the twenty calendar days after, the occurrence of the effective date of a Fundamental Change, the Company shall give notice to all Noteholders (the "**Fundamental Change Company Notice**") of the occurrence of, and the effective date of, the Fundamental Change and of the repurchase right at the option of the holders arising as a result thereof. The Company shall also deliver a copy of the Fundamental Change Company Notice to the Trustee, the Paying Agent and the Conversion Agent within five Business Days after the effective date of the Fundamental Change. Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the effective date of the Fundamental Change, and whether the Fundamental Change is a Make-Whole Fundamental Change, in which case the effective date of the Make-Whole Fundamental Change;

(iii) the Fundamental Change Repurchase Price;

(iv) the Fundamental Change Repurchase Date;

(v) that the holder must exercise the repurchase right on or prior to the close of business on the fifth Business Day immediately preceding the Fundamental Change Repurchase Date (the "**Fundamental Change Expiration Time**");

(vi) if applicable, the name and address of the Paying Agent and the Conversion Agent;

(vii) if applicable, the applicable Conversion Ratio, and any adjustments to the applicable Conversion Ratio;

(viii) if applicable, that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a holder may be converted only if the holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Indenture;

(ix) that the holder shall have the right to withdraw any Notes surrendered prior to the Fundamental Change Expiration Time; and

(x) the procedures that holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 13.01.

(g) Notwithstanding the foregoing, no Notes may be repurchased by the Company at the option of the holders upon a Fundamental Change if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Fundamental Change Repurchase Date (except in the case of an acceleration resulting from a Default by the Company in the payment of the Fundamental Change Repurchase Price with respect to such Notes).

(h) In connection with any purchase offer, the Company will:

(v) comply with the provisions of Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act, if required under the Exchange Act and if the Exchange Act is applicable,

(vi) file a Schedule TO or any successor or similar schedule, if required under the Exchange Act and if the Exchange Act is applicable, and

(vii) comply with any other applicable securities laws and regulations to the extent those laws and regulations are applicable in connection with any offer by the Company to purchase the Notes.

Notwithstanding anything to the contrary provided in this Indenture, compliance by the Company with Rule 13e-4, Rule 14e-1 and any other tender offer rule under the Exchange Act in accordance with clause (i) above or with the provisions of any other applicable securities laws or regulations in accordance with clause (iii) above, to the extent inconsistent with any other provision of this Indenture, will not, standing alone, constitute an Event of Default solely as a result of compliance by the Company with such rules.

Notwithstanding the foregoing the Company shall not be required to repurchase the Notes in accordance with this Section 13.01 if a third party makes an offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 13.01 and purchases all Notes validly tendered and not withdrawn under such purchase offer.

SECTION 13.02. *Withdrawal of Fundamental Change Repurchase Notice*. A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Corporate Trust Office of the Paying Agent in accordance with this Section 13.02 at any time prior to the close of business on the Business Day immediately preceding the Fundamental Change Repurchase Date, specifying:

(a) the certificate number, if any, of the Note in respect of which such notice of withdrawal is being submitted, or the appropriate Common Depositary information if the Note in respect of which such notice of withdrawal is being submitted is represented by a Global Note,

(b) the principal amount of the Note with respect to which such notice of withdrawal is being submitted, and

(c) the principal amount, if any, of such Note that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $200,000 or an integral multiple thereof;

provided, *however*, that if the Notes are not in certificated form, the withdrawal notice must comply with Applicable Procedures and the Paying Agent must receive such notice.

SECTION 13.03. *Deposit of Fundamental Change Repurchase Price*. (1) The Company will deposit with the Paying Agent no later than 10:00 a.m. London time one Business Day prior to the Fundamental Change Repurchase Date an amount of cash sufficient to repurchase all of the Notes to be repurchased at the appropriate Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Paying Agent, payment for Notes surrendered for repurchase (and not withdrawn prior to the Fundamental Change Expiration Time) will be made by the Paying Agent on the later of (i) the Fundamental Change Repurchase Date with respect to such Note (*provided* the holder has satisfied the conditions in Section 13.01) and (ii) the time of book-entry transfer or the delivery of such Note to the Paying Agent by the holder thereof in the manner required by Section 13.01 by mailing checks for the amount payable to the holders of such Notes entitled thereto as they shall appear in the Note Register, *provided*, *however*, that payments to the Common Depositary shall be made by wire transfer of immediately available funds to the account of the Common Depositary or its nominee. The Paying Agent shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(n) If by 10:00 a.m. London time one Business Day prior to the Fundamental Change Repurchase Date, the Paying Agent holds money sufficient to make payment on all the Notes or portions thereof that are to be repurchased as a result of the corresponding Fundamental Change, then (i) such Notes will cease to be outstanding, (ii) interest will cease to accrue on such Notes on and after the Fundamental Change Repurchase Date, and (iii) all other rights of the holders of such Notes will terminate (other than the right to receive the Fundamental Change Repurchase Price, and previously accrued but unpaid interest upon delivery of the Notes), whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Paying Agent. If any Note surrendered for repurchase is not paid on the Fundamental Change Repurchase Date because of the failure of the Company to comply with this Section 13.03, interest shall be paid on the overdue principal (and on overdue accrued and unpaid interest, if any (to the extent that payment of such interest is enforceable under applicable law)) at the rate provided in the Notes.

(o) Upon surrender of a Note that is to be repurchased in part pursuant to Section 13.01, the Company shall execute and the Trustee or any Authentication Agent shall, upon receipt of a Company Order, authenticate and deliver to the holder a new Note in an authorized denomination equal in principal amount to the unrepurchased portion of the Note surrendered.

ARTICLE 14
REDEMPTION AT THE OPTION OF THE COMPANY

SECTION 14.01. *Right of Redemption.* The Company may redeem the Notes in whole, but not in part, upon giving not less than 30 nor more than 60 calendar days prior written notice to the Holders, at a redemption price equal to 100% of the principal amount of Notes to be redeemed, together with accrued and unpaid interest, if any, thereon to, but excluding, the date set for the redemption of the Notes (the "**Redemption Date**") (subject to the rights of Noteholders on the relevant Interest Record Date to receive interest on the relevant Interest Payment Date) if 20% or less of the aggregate principal amount of the Notes originally issued under this Indenture remain outstanding.

SECTION 14.02. *Notice to Trustee.* The election of the Company to redeem any Notes shall be evidenced by or pursuant to a Board Resolution delivered to the Trustee at least five Business Days prior to giving notice of such redemption to Noteholders,

SECTION 14.03. *Redemption Notice*.

(h) Notice of redemption shall be given to all Noteholders at least 30 days but not more than 60 days before a Redemption Date.

The notice will identify the Notes to be redeemed and will state:

(i) the Redemption Date (which must be a Business Day);

(ii) the redemption price;

(iii) that on the Redemption Date, the redemption price will become due and payable upon the Notes, and that interest thereon, if any, shall cease to accrue on and after said date;

(iv) the place or places where such Notes are to be surrendered for payment of the redemption price;

(v) that Noteholders have a right to convert the Notes called for redemption upon satisfaction of the requirements set forth in the Indenture;

(vi) the time at which the Noteholders right to convert the Notes will expire; and

(vii) the ISIN or Common Code other similar numbers, if any, assigned to such Notes.

(i) A notice of redemption shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company; *provided* that the Company shall have delivered to the Trustee, at least five Business Days before the notice of redemption is required to be given to all Noteholders (or such shorter period agreed to by the Trustee), and upon any request an Officer's Certificate requesting that the Trustee give such notice and setting forth the complete form of such notice and the information to be stated in such notice.

(j) A notice of redemption shall be irrevocable.

(k) A notice of redemption, if given in the manner herein provided, shall be conclusively presumed to have been duly given, whether or not a Noteholders receives such notice. In any case, a failure to give such notice of redemption or any defect in the notice of redemption to the holder of any Notes shall not affect the validity of the proceedings for the redemption of any other Notes.

SECTION 14.04. *Deposit of Redemption Price*

(a) The Company will deposit with the Paying Agent no later than 10:00 a.m. London time one Business Day prior to the Redemption Date an amount of cash sufficient to pay the redemption price, together with accrued and unpaid interest, if any, thereon, on the Redemption Date.

(b) If by 10:00 a.m. London time one Business Day prior to the Redemption Date, the Paying Agent holds money sufficient to make payment on all the Notes to be redeemed and is not prohibited from paying such money to the Noteholders, then (i) such Notes will cease to be outstanding, (ii) interest will cease to accrue on such Notes on and after the Redemption Date, and (iii) all other rights of the holders of such Notes will terminate (other than the right to receive the redemption price, and

previously accrued but unpaid interest, if any, upon delivery of the Notes). If any Note called for redemption is not paid on the Redemption Date because of the failure of the Company to comply with this Section 14.04, interest shall be paid on the overdue principal (and on overdue accrued and unpaid interest, if any (to the extent that payment of such interest is enforceable under applicable law)) at the rate provided in the Notes. For the avoidance of doubt, the Paying Agent and the Trustee shall be held harmless and have no liability with respect to payments or disbursements to be made by the Paying Agent and Trustee (i) for which payment instructions are not made or that are not otherwise deposited by the respective times set forth in this Section 14.04, and (ii) until they have confirmed receipt of funds sufficient to make the relevant payment.

SECTION 14.05. *Restrictions on Redemption*. Notwithstanding the foregoing, no Notes may be redeemed if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Redemption Date (except in the case of an acceleration resulting from a Default by the Company in the payment of the redemption price with respect to such Notes).

ARTICLE 15
MISCELLANEOUS PROVISIONS

SECTION 15.01. *Provisions Binding on Company's Successors*. All the covenants, stipulations, promises and agreements of the Company contained in this Indenture shall bind its successors and assigns whether so expressed or not.

SECTION 15.02. *Official Acts by Successor Corporation*. Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or other entity that shall at the time be the lawful successor of the Company.

SECTION 15.03. *Addresses for Notices, Etc.* Any notice or communication that by any provision of this Indenture is required or permitted to be given or served by a party to the others is deemed to have been sufficiently given or made, for all purposes, if in writing and delivered in Person or by first class mail (registered or certified, return receipt requested), facsimile transmission or overnight air courier guaranteeing next day delivery, to the others' address: (i) if to or upon the Company, to QIAGEN N.V., . Spoorstraat 50, 5911 KJ Venlo, The Netherlands, with a copy (which shall not constitute notice) to Mintz Levin, One Financial Center, Boston, MA 02111, Facsimile No.: (617) 542-2241, Attention: Jonathan Kravetz, Esq; (ii) if to or upon the Trustee, to the Corporate Trust Office, (iii) if to the Paying Agent or the Conversion Agent, to Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom, Facsimile No.: +44 20 7547 6149, Attention: Debt & Agency Services ; and (iv) if to the Registrar or the Transfer Agent, to Deutsche Bank Luxembourg S.A., 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, Facsimile No.: +00 352 473 136.

The Company, the Trustee and the Agents, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to it by first class mail, postage prepaid, at its address as it appears on the Note Register and shall be sufficiently given to it if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice to holders by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event to be given to a holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to Euroclear and Clearstream for communication to entitled account holders.

SECTION 15.04. *Governing Law*. THIS INDENTURE AND EACH NOTE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED IN SUCH STATE.

SECTION 15.05. *Submission to Jurisdiction.* Each of the parties hereto irrevocably agrees that any suit, action or proceeding arising out of, related to, or in connection with this Indenture or the Notes or the transactions contemplated hereby may be instituted in any U.S. federal or state court located in the State and City of New York, Borough of Manhattan; irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding; and irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. The Company has appointed Corporation Services Company, 1133 Avenue of the Americas, New York, New York, 10036, as its authorized agent upon whom process may be served in any such suit, action or proceeding which may be instituted in any federal or state court located in the State of New York, Borough of Manhattan arising out of or based upon this Indenture, the Notes or the transactions contemplated hereby or thereby (the "**Authorized Agent**"). The Company expressly consents to the jurisdiction of any such court in respect of any such action and waives any other requirements of or objections to personal jurisdiction with respect thereto and waives any right to trial by jury. Such appointment shall be irrevocable unless and until replaced by an agent reasonably acceptable to the Trustee. The Company represents and warrants that the Authorized Agent has agreed to act as said agent for service of process, and the Company agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect as aforesaid. Service of process upon the Authorized Agent and written notice of such service to the Company shall be deemed, in every respect, effective service of process upon the Company.

SECTION 15.06. *Legal Holidays*. In any case where any Interest Payment Date, Fundamental Change Repurchase Date, Conversion Date, Redemption Date or Maturity Date is not a Business Day, then any action to be taken on such date need not be taken on such date, but may be taken on the next succeeding Business Day with the same force and effect as if taken on such date, and no interest or other amount shall accrue for the period from and after such date.

SECTION 15.07. *No Security Interest Created*. Nothing in this Indenture or in the Notes, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction.

SECTION 15.08. *Benefits of Indenture*. Nothing in this Indenture or in the Notes, expressed or implied, shall give to any Person, other than the parties hereto, any Paying Agent, any Conversion Agent, any Authentication Agent, any Note Registrar and their successors hereunder or the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 15.09. *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 15.10. *Authentication Agent*. The Trustee may appoint an Authentication Agent ("**Authentication Agent**") that shall be authorized to act on its behalf and subject to its direction in the authentication and delivery of Notes in connection with the original issuance thereof and transfers and exchanges of Notes hereunder, including under Section 2.04, Section 2.07, Section 2.08, Section 2.09, Section 9.04 and Section 13.03 as fully to all intents and purposes as though the Authentication Agent had been expressly authorized by this Indenture and those Sections to authenticate and deliver Notes. For all purposes of this Indenture, the authentication and delivery of Notes by the Authentication Agent shall be deemed to be authentication and delivery of such Notes "by the Trustee" and a certificate of authentication executed on behalf of the Trustee by an Authentication Agent shall be deemed to satisfy any requirement hereunder or in the Notes for the Trustee's certificate of authentication. Such Authentication Agent shall at all times be a Person eligible to serve as trustee hereunder pursuant to Section 7.09.

Any corporation or other entity into which any Authentication Agent may be merged or converted or with which it may be consolidated, or any corporation or other entity resulting from any merger, consolidation or conversion to which any Authentication Agent shall be a party, or any corporation or other entity succeeding to the corporate agency or corporate trust business of any Authentication Agent, shall be the successor of the Authentication Agent hereunder, if such successor corporation or other entity is otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the parties hereto or the Authentication Agent or such successor corporation or other entity.

Any Authentication Agent may at any time resign by giving written notice of resignation to the Trustee and to the Company. The Trustee may at any time terminate the agency of any Authentication Agent by giving written notice of termination to such Authentication Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authentication Agent shall cease to be eligible under this Section, the Trustee may appoint a successor Authentication Agent (which may be the Trustee), shall give written notice of such appointment to the Company and to all Noteholders.

The Company agrees to pay to the Authentication Agent from time to time reasonable compensation for its services on the terms agreed from time to time between the Company and the Authentication Agent.

The provisions of Section 7.02, Section 7.03, Section 7.04, Section 8.03 and this Section 15.10 shall be applicable to any Authentication Agent.

The Trustee hereby appoints Deutsche Bank Luxembourg S.A. as Authentication Agent and Deutsche Bank Luxembourg S.A. as Authentication Agent hereby accepts such appointment and the Company hereby confirms that such appointment is acceptable to it.

SECTION 15.11. *Execution in Counterparts*. This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 15.12. *Severability*. In the event any provision of this Indenture or in the Notes shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

SECTION 15.13. *Waiver of Jury Trial*. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 15.14. *Calculations; Calculation Agent*. Except as otherwise provided herein, the Calculation Agent will be responsible for making all calculations called for under this Indenture and the Notes. The Calculation Agent will make all these calculations in good faith and, absent manifest error, its calculations will be final and binding on Noteholders. The Calculation Agent will provide a schedule of its calculations to each of the Company, the Trustee and the Conversion Agent, and each of the Trustee and the Conversion Agent is entitled to rely conclusively upon the accuracy of its calculations without independent verification. The Trustee will forward the Calculation Agent's calculations to any Noteholder upon the request of that Noteholder. The Company shall procure that there will at all times be a Calculation Agent. The Calculation Agent may, subject to the provisions of any calculation agency agreement appointing the Calculation Agent, consult, at the expense of the Issuer, on any matter (including but not limited to, any legal matter), with any legal or other professional adviser it deems necessary and may rely upon any advice so obtained, and it shall not be liable and shall not incur any liability to the Company, the Trustee or the Noteholders in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion. The Company is entitled to appoint an alternative financial advisor with appropriate expertise as the Calculation Agent. Furthermore, the Company is entitled to terminate the appointment of the Calculation Agent. In the event of such termination or the Calculation Agent being unable or unwilling to continue to act in such capacity, the Company shall appoint another reputable institution that customarily serves in such capacities as the Calculation Agent. Each Noteholder, the Trustee and the Conversion Agent shall be sent written notice of the details of any such appointment or termination without undue delay.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the date first written above.

QIAGEN N.V.

By: /s/ Thomas Neidert
Name: Thomas Neidert
Title: Senior Director - Head of Global Treasury

DEUTSCHE TRUSTEE COMPANY LIMITED,
as Trustee

By: /s/ Miriam Keeler
Name: Miriam Keeler
Title: Associate Director

By: /s/ Tracey Dean
Name: Tracey Dean
Title: Associate Director

DEUTSCHE BANK AG, LONDON BRANCH
as Paying Agent and Conversion Agent

By: /s/ David Contino
Name: David Contino
Title: Vice President

By: /s/ Miriam Keeler
Name: Miriam Keeler
Title: Associate Director

DEUTSCHE BANK LUXEMBOURG S.A.,
as Note Registrar, Transfer Agent and Authentication Agent

By: /s/ Mark Langdon
Name: Mark Langdon
Title: Associate

By: /s/ David Contino
Name: David Contino
Title: Attorney

EXHIBIT B

[FORM OF NOTICE OF CONVERSION]

To: QIAGEN N.V.

Reference is made to the Indenture dated as of March 19, 2014 (as such may be amended from time to time, the "**Indenture**"), between QIAGEN N.V. and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent in respect of the 0.875% Senior Unsecured Convertible Notes due 2021.

The undersigned registered owner of the Note hereby referred to exercises the option to convert such Note, or the portion thereof below designated (being $200,000 principal amount or an integral multiple thereof and a portion which does not result in the undersigned's ownership of Notes in other than a Permitted Denomination), into cash, in accordance with the terms of the Indenture, and directs that the cash due in respect of the Company's Conversion Obligation and any Notes representing any unconverted principal amount be delivered to the registered holder thereof (or as otherwise specified below).

Principal amount to be converted (if less than all): $_____,000

Identifying number of Notes: No. _____

[Details of the bank account to be credited with such cash as is required to be paid upon conversion:

(Name of bank) _____

(Address of bank) _____

(Account name) _____

(Account number) _____.]

[Registration of Notes representing any unconverted principal amount to be delivered other than to and in the name of the registered holder:

(Name) _____

(Address) _____.]

[6] Include, if relevant, in the case of definitive Notes.

[7] Include, if relevant, in the case of definitive Notes.

Dated: _____ _____

_____

Signature(s)

NOTICE: The above signature(s) of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

EXHIBIT C

[FORM OF CONFIRMATION OF CONVERSION]

To: [Deutsche Bank AG, London Branch, as Paying Agent]

Reference is made to the Indenture dated as of March 19, 2014 (as such may be amended from time to time, the "**Indenture**"), between QIAGEN N.V. and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent in respect of the 0.875% Senior Unsecured Convertible Notes due 2021.

This a Confirmation of Conversion pursuant to the Indenture. Further to the Notice of Conversion delivered to us by the Conversion Agent on [*date*] in respect of $_____,000 in principal amount of the 0.875% Senior Unsecured Convertible Notes due 2021, we hereby notify you that the following amounts are due to the registered holder thereof [(or as otherwise specified in the Notice of Conversion)] in satisfaction of the Company's Conversion Obligation on the settlement date specified below (which date is at least three Business Days following the date hereof), and you are hereby authorized and directed to make such payment to such registered holder [(or as otherwise specified in the Notice of Conversion)] on the settlement date to the extent of amounts that we deposit with you for that purpose no later than 10:00 a.m. London time prior to such settlement date in accordance with Section 12.02 of the Indenture.

Cash due in respect of Company's Conversion Obligation: $_____

Settlement date: _____

QIAGEN N.V.

By: _____
Name:
Title:

[6] Include, if relevant, in the case of definitive Notes.

[7] Include, if relevant, in the case of definitive Notes.

EXHIBIT D

[FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE]

To: QIAGEN N.V.

Reference is made to the Indenture dated as of March 19, 2014 (as such may be amended from time to time, the "**Indenture**"), between QIAGEN N.V. and Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent, and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent in respect of the 0.875% Senior Unsecured Convertible Notes due 2021.

The undersigned registered owner of the Note hereby referred to acknowledges receipt of a notice from QIAGEN N.V. as to the occurrence of a Fundamental Change and specifying the Fundamental Change Repurchase Date and requests and instructs QIAGEN N.V. to pay in accordance with the applicable provisions of the Indenture (1) the entire principal amount of this Note, or the portion thereof below designated (being $200,000 principal amount or an integral multiple thereof and a portion which does not result in the undersigned's ownership of Notes in other than a Permitted Denomination), and (2) if such Fundamental Change Repurchase Date does not fall during the period after an Interest Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest thereon to, but excluding, such Fundamental Change Repurchase Date, and deliver any Notes representing any unconverted principal amount to the registered holder thereof (or as otherwise specified below).

Principal amount to be repaid (if less than all): $_____,000

Identifying number of Notes: No. _____

[Details of the bank account to be credited with such cash as is required to be paid:

(Name of bank) _____

(Address of bank) _____

(Account name) _____

(Account number) _____.]

[Registration of Notes representing any unconverted principal amount to be delivered other than to and in the name of the registered holder:

(Name) _____

(Address) _____.]

---

[6] Include, if relevant, in the case of definitive Notes.

[7] Include, if relevant, in the case of definitive Notes.

Dated: _____ _____

_____

Signature(s)

NOTICE: The above signature(s) of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

EXHIBIT E

[FORM OF ASSIGNMENT AND TRANSFER]

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ (Please insert Taxpayer Identification Number of assignee) the within Note, and hereby irrevocably constitutes and appoints _____ _____ attorney to transfer the said Note on the books of the Company, with full power of substitution in the premises.

In connection with any transfer of the within Note occurring prior to the Resale Restriction Termination Date, as defined in the Indenture governing such Note, the undersigned confirms that such Note is being transferred:

■ To QIAGEN N.V. or a subsidiary thereof; or

■ Pursuant to the registration statement that has become or been declared effective under the Securities Act of 1933, as amended; or

■ Pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act of 1933, as amended; or

■ Pursuant to another available exemption from registration under the Securities Act of 1933, as amended.

Dated:

_____

_____
Signature(s)

_____
Signature Guarantee*

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

NOTICE: The signature on the assignment must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

DATE:	March 12, 2014
TO:	Qiagen N.V. Spoorstraat 50, 5911-KJ Venlo, The Netherlands
ATTENTION:	Global Treasury
TELEPHONE:	31 77 355 6644
FACSIMILE:	31 77 355 6640
FROM:	[ ]
SUBJECT:	Warrant Transaction
Reference Number(s):	[ ]

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between [ ] ("**Dealer**") and Qiagen N. V. ("**Counterparty**") on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**"), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. For purposes of the Equity Definitions, this Transaction shall be deemed to be a Share Option Transaction, and each reference herein to a Warrant shall be deemed to be a reference to a Call or an Option, as context requires.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

1. This Confirmation evidences a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall supplement, form a part of, and be subject to, an agreement in the form of the ISDA 1992 Master Agreement (Multicurrency – Cross Border) as if Dealer and Counterparty had executed an agreement (the "**Agreement**") in such form (without any Schedule but provided that (i) the "Cross-Default" provisions of Section 5(a)(vi) shall be applicable to Dealer and to Counterparty, (ii) the words ", or becoming capable at such time of being declared," shall be deleted from such Section 5(a)(vi), (iii) the "Threshold Amount" in relation to Counterparty shall be $50,000,000 and in relation to Dealer shall be an amount equal to three percent (3%) of the shareholders' equity of Dealer as of the Trade Date, and (iv) "Specified Indebtedness" shall not include any obligation in respect of deposits received in the ordinary course of a party's banking business, and with such other elections set forth in this Confirmation) on the Trade Date. In the event of any inconsistency among this Confirmation, the Equity Definitions or the Agreement, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) this Confirmation; (ii) the Equity Definitions; and (iii) the Agreement. The parties hereby agree that no Transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	March 12, 2014.

Components:	The Transaction will be divided into individual components (each, a "**Component**"), each with the terms set forth in this Confirmation, and, in particular, with the Number of Warrants and Expiration Date set forth in this Confirmation. The payments and deliveries to be made upon settlement of the Transaction will be determined separately for each Component as if each Component were a separate Transaction under the Agreement.
Warrant Style:	European.
Warrant Type:	Call.
Seller:	Counterparty.
Buyer:	Dealer.
Shares:	The ordinary shares, par value EUR 0.01 per share, of Counterparty (NASDAQ ticker symbol "QGEN").
Number of Warrants:	For each Component of the Transaction, as provided in Schedule B to this Confirmation.
Warrant Entitlement:	One Share per Warrant.
Strike Price:	As provided in Schedule A to this Confirmation.
Premium:	As provided in Schedule A to this Confirmation.
Premium Payment Date:	As provided in Schedule A to this Confirmation.
Exchange:	The NASDAQ Global Select Market.
Related Exchange(s):	All Exchanges.
Calculation Agent:	Dealer; *provided* that all determinations made by Calculation Agent shall be made in good faith and in a commercially reasonable manner; *provided further* that (i) upon receipt of written request from Counterparty, the Calculation Agent shall promptly provide Counterparty with a written explanation describing in reasonable detail any calculation, adjustment, or determination made by it (including any quotation, market data or information from internal or external sources used in making such calculation, adjustment or determination, as the case may be, but without disclosing the Calculation Agent's proprietary models or other information that may be proprietary or confidential) and shall use commercially reasonable efforts to provide such written explanation within five (5) Exchange Business Days from receipt of such request, (ii) if an Event of Default described in Section 5(a)(vii) of the Agreement has occurred and is continuing with respect to Dealer, the Calculation Agent shall be a leading recognized dealer in equity derivatives designated in good faith by Counterparty for so long as such Event of Default is continuing and (iii) if Counterparty promptly disputes in writing any calculation, adjustment or determination and provides reasonable detail as to the basis for such dispute, the Calculation Agent shall discuss the dispute with Counterparty and shall consider in good faith any alternative calculations, adjustments or determinations proposed by Counterparty, it being understood that the Calculation Agent's calculation, adjustment or determination, modified to the extent the Calculation Agent determines appropriate after such consideration, shall apply to the Transaction.

Procedures for Exercise:

In respect of any Component

Expiration Time:	The Valuation Time.
Expiration Date(s):	As provided in Schedule B to this Confirmation (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another Component); *provided* that if that date is a Disrupted Day, the Expiration Date for such Component shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of the Transaction hereunder; and *provided further* that if the Expiration Date has not occurred pursuant to the preceding proviso as of the Final Disruption Date, the Calculation Agent shall have the right to elect, in its sole discretion, that the Final Disruption Date shall be the Expiration Date (irrespective of whether such date is a Disrupted Day or an Expiration Date in respect of any other Component for the Transaction) and the Settlement Price for the Final Disruption Date shall be determined by the Calculation Agent in a commercially reasonable manner. Notwithstanding the foregoing and anything to the contrary in the Equity Definitions, if a Market Disruption Event occurs on any Expiration Date, (i) the Calculation Agent may determine that such Expiration Date is a Disrupted Day only in part, in which case the Calculation Agent shall make adjustments to the Number of Warrants for the relevant Component for which such day shall be the Expiration Date and shall designate the Scheduled Trading Day determined in the manner described in the immediately preceding sentence as the Expiration Date for the remaining Warrants for such Component and (ii) the Settlement Price for such Disrupted Day may be adjusted by the Calculation Agent as appropriate on the basis of the nature and duration of the relevant Market Disruption Event. Any day on which the Exchange is scheduled as of the Trade Date to close prior to its normal closing time shall be considered a Disrupted Day in whole. Section 6.6 of the Equity Definitions shall not apply to any Valuation Date occurring on an Expiration Date.
Final Disruption Date:	As provided in Schedule A to this Confirmation.
Automatic Exercise:	Applicable for each Component and its related Expiration Date; *provided* that Section 3.4(a) of the Equity Definitions shall apply as if Cash Settlement applied, it being understood that Net Share Settlement shall apply to this Transaction.
Market Disruption Event:	Section 6.3(a) of the Equity Definitions shall be amended (i) by deleting the words "at any time during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" and replacing them with the words "at any time during the regular trading session on the Exchange, without regard to after hours or any other trading outside of the regular trading session hours"; (ii) by amending and restating clause (a)(iii) thereof in its entirety to read as follows: "(iii) an Early Closure that the Calculation Agent determines is material"; and (iii) by adding the words "or (iv) a Regulatory Disruption" after clause (a)(iii) as restated above. Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.

Regulatory Disruption:	A "Regulatory Disruption" shall occur if Calculation Agent determines in its reasonable discretion that it is appropriate in light of legal, regulatory or self-regulatory requirements or related policies or procedures for Dealer to refrain from all or any part of the market activity in which it would otherwise engage in connection with this Transaction.
Disrupted Day:	The definition of "Disrupted Day" in Section 6.4 of the Equity Definitions shall be amended by adding the following sentence after the first sentence: "A Scheduled Trading Day on which a Related Exchange fails to open during its regular trading session will not be a Disrupted Day if the Calculation Agent determines that such failure will not have a material impact on Dealer's ability to engage in or unwind any hedging transactions related to the Transaction.".
Valuation:	
In respect of any Component	
Valuation Date:	The Expiration Date.
Settlement Terms:	
In respect of any Component	
Settlement Method:	Net Share Settlement.
Net Share Settlement:	On each Settlement Date, Counterparty shall deliver to Dealer a number of Shares equal to the Net Share Amount for such Settlement Date to the account specified by Dealer, and cash in lieu of any fractional Shares valued at the Settlement Price for the Valuation Date corresponding to such Settlement Date. If, in the good faith reasonable judgment of Dealer, the Shares deliverable hereunder for any reason would not be immediately freely transferable by Dealer under Rule 144 (or any successor provision, collectively, "**Rule 144**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), then Dealer may elect to either (x) accept delivery of such Shares notwithstanding the fact that such Shares are not freely transferable by Dealer under Rule 144 or (y) require that such delivery take place pursuant to paragraph 5(j) below.
Net Share Amount:	The Option Cash Settlement Amount *divided by* the Settlement Price, each determined as if Cash Settlement applied.
Settlement Price:	On any Valuation Date, the per Share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "QGEN US <equity> AQR" (or any successor thereto) in respect of the period from the scheduled opening time of the primary trading session on the Exchange until the Scheduled Closing Time of the primary trading session on the Exchange on such Valuation Date (or if such volume-weighted average price is unavailable, the market value of one Share on such Valuation Date, as determined by the Calculation Agent using a volume-weighted average price method), determined without regard to after-hours trading or any other trading outside the regular trading session.
Settlement Date(s):	As determined in reference to Section 9.4 of the Equity Definitions, subject to paragraph 5(j)(i) hereof.

Other Provisions Applicable to Net Share Settlement:	The provisions of Sections 9.1(c), 9.4 (except that "Settlement Date" shall be as defined above, unless a Settlement Disruption Event prevents delivery of such Shares on that date), 9.8, 9.9, 9.11 (as modified herein), 9.12 and 10.5 of the Equity Definitions will be applicable as if "Physical Settlement" applied to the Transaction.
Representation and Agreement:	Notwithstanding Section 9.11 of the Equity Definitions, the parties acknowledge that any Shares delivered to Dealer may be, upon delivery, subject to restrictions and limitations arising from Counterparty's status as issuer of the Shares under applicable securities laws.
Dividends:	
Dividend Adjustments:	If at any time during the period from but excluding the Trade Date, to and including the final Expiration Date an ex-dividend date for a cash dividend occurs with respect to the Shares, then the Calculation Agent will adjust the Strike Price, the Number of Warrants, the Warrant Entitlement and other variables as it deems appropriate in good faith and in a commercially reasonable manner.
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment; *provided* that the Equity Definitions shall be amended by replacing the words "diluting or concentrative" in Sections 11.2(a), 11.2(c) (in two instances) and 11.2(e)(vii) with the word "material" and by adding the words "or the Transaction" after the words "theoretical value of the relevant Shares" in Section 11.2(a), 11.2(c) and 11.2(e)(vii); *provided*, *further* that adjustments may be made to account for changes in volatility, expected dividends, stock loan rate and liquidity relative to the relevant Shares.
Extraordinary Events:	
New Shares:	Section 12.1(i) of the Equity Definitions is hereby amended by deleting the text in clause (i) in its entirety and replacing it with the phrase "publicly quoted, traded or listed on any of the New York Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market, the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market) or Euronext (in Paris or Amsterdam) (or their respective successors)".
Share-for-Share:	The definition of "Share-for-Share" set forth in Section 12.1(f) of the Equity Definitions is hereby amended by the deletion of the parenthetical in clause (i) thereof.
Consequence of Merger Events:	
Merger Event:	Applicable; *provided* that if an event occurs that constitutes both a Merger Event under Section 12.1(b) of the Equity Definitions and an Additional Termination Event under paragraph 5(f) of this Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.2 of the Equity Definitions or paragraph 5(f) will apply; *provided further* that Section 12.1(b) of the Equity Definitions is hereby amended by deleting the remainder of Section 12.1(b) following the definition of "Reverse Merger" in subsection (iv) thereof.
Share-for-Share:	Modified Calculation Agent Adjustment.
Share-for-Other:	Cancellation and Payment (Calculation Agent Determination).

Share-for-Combined:	Cancellation and Payment (Calculation Agent Determination); *provided* that Dealer may elect Component Adjustment.

Consequence of Tender Offers:

Tender Offer:	Applicable; *provided* that (i) the definition of "Tender Offer" in Section 12.1 of the Equity Definitions shall be amended by replacing the words "voting shares" in the fourth line thereof with the word "Shares"; (ii) the definition of "Tender Offer Date" in Section 12.1 of the Equity Definitions shall be amended by replacing the words "voting shares" in the first line thereof with the word "Shares"; and (iii) if an event occurs that constitutes both a Tender Offer under Section 12.1(d) of the Equity Definitions and an Additional Termination Event under paragraph 5(f) of this Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.3 of the Equity Definitions or paragraph 5(f) will apply. For the avoidance of doubt, the repurchase by Counterparty of its outstanding 3.25% Convertible Notes due 2026 shall not constitute a Tender Offer.
Share-for-Share:	Modified Calculation Agent Adjustment.
Share-for-Other:	Modified Calculation Agent Adjustment.
Share-for-Combined:	Modified Calculation Agent Adjustment.

Modified Calculation Agent Adjustment:	For greater certainty, the definition of "Modified Calculation Agent Adjustment" in Sections 12.2 and 12.3 of the Equity Definitions shall be amended by adding the following italicized language after the parenthetical provision: "(including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Transaction) *during the period from the Exchange Business Day immediately preceding the Announcement Date or the Determination Date, as applicable, to the first Exchange Business Day immediately following the Merger Date (Section 12.2) or Tender Offer Date (Section 12.3)*". If, in respect of any Merger Event to which Modified Calculation Agent Adjustment applies, the adjustments to be made in accordance with Section 12.2(e)(i) of the Equity Definitions would result in Counterparty being different from the issuer of the Shares or Counterparty or such issuer being organized in a jurisdiction other than the Netherlands (a "**Foreign Merger**"), then with respect to such Merger Event, as a condition precedent to the adjustments contemplated in Section 12.2(e)(i) of the Equity Definitions, Dealer, the issuer of the Affected Shares and the entity that will be the issuer of the New Shares (the "**New Issuer**") shall work in good faith to negotiate and enter into such documentation containing representations, warranties and agreements relating to securities law and other issues as requested by Dealer that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer and Counterparty to continue, or the New Issuer to accede, as applicable, as a party to the Transaction, as adjusted under Section 12.2(e)(i) of the Equity Definitions (which adjustments shall be made without duplication of any adjustments determined pursuant to any other provision of this Transaction), and to preserve Dealer's hedging or hedge unwind activities in connection with the Transaction in a manner compliant with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer, and if such documentation has not been mutually agreed to on or prior to the Merger Date or if the Calculation Agent determines that no adjustment that it could make under Section 12.2(e)(i) of the Equity Definitions will produce a commercially reasonable result, then, at Dealer's election, the consequences set forth in Section 12.2(e)(ii) of the Equity Definitions shall apply or the Transaction shall continue without such documentation or adjustment.
Announcement Date:	The definition of "Announcement Date" in Section 12.1 of the Equity Definitions shall be amended by (i) replacing the word "leads to the" in the third and the fifth lines thereof with the words ", if completed, would lead to a"; (ii) replacing the words "voting shares" in the fifth line thereof with the word "Shares"; (iii) inserting the words "by any entity" after the word "announcement" in the second and the fourth lines thereof; (iv) replacing the words "a firm" with the word "any" in the second and fourth lines thereof; (v) inserting the words "or to explore the possibility of engaging in" after the words "engage in" in the second line thereto; and (vi) inserting the words "or to explore the possibility of purchasing or otherwise obtaining" after the word "obtain" in the fourth line thereto.

Announcement Event:	If an Announcement Event has occurred, the Calculation Agent shall have the right to determine the economic effect of the Announcement Event on the theoretical value of the Transaction (including without limitation any change in volatility, stock loan rate or liquidity relevant to the Shares or to the Transaction) (i) at a time that it deems appropriate, from the Announcement Date to the date of such determination (the "**Determination Date**"), and (ii) on the Valuation Date or on a date on which a payment amount is determined pursuant to Section 6 of the Agreement or Sections 12.7 or 12.8 of the Equity Definitions, from the Exchange Business Day immediately preceding the Announcement Date or the Determination Date, as applicable, to the Valuation Date or the date on which a payment amount is determined pursuant to Section 6 of the Agreement or Sections 12.7 or 12.8 of the Equity Definitions. If any such economic effect is material, the Calculation Agent may either (i) adjust the terms of the Transaction to reflect such economic effect or (ii) terminate the Transaction, in which case the Determining Party will determine the Cancellation Amount payable by one party to the other; *provided* that the reference in Section 12.8(a) of the Equity Definitions to "Extraordinary Event" shall be replaced for this purpose with a reference to "Announcement Event." "**Announcement Event**" shall mean the occurrence of the Announcement Date of a Merger Event or Tender Offer or of a potential Merger Event or potential Tender Offer, or any publicly announced change or amendment to any such announced transaction or event (including any announcement relating to the abandonment thereof)
Composition of Combined Consideration:	Not Applicable; *provided* that, notwithstanding Sections 12.5(b) and 12.1(f) of the Equity Definitions, to the extent that the composition of the consideration for the relevant Shares pursuant to a Tender Offer or Merger Event could be elected by an actual holder of the Shares, the Calculation Agent will, in its sole discretion, determine such composition.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); *provided* that Section 12.6(a)(iii) of the Equity Definitions is hereby amended and restated in its entirety as follows: "'Delisting' means that the Shares, as adjusted pursuant to the terms of the Transaction, cease (or the Exchange announces that, pursuant to the rules of such Exchange, such Shares will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not (or will not be) immediately re-listed, re-traded or re-quoted (and fail (or will fail) to continue to be listed, traded or quoted) on any of the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market), Euronext (in Paris or Amsterdam), the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted (or continue to be listed, traded or quoted) on any such exchange or quotation system (or, if more than one, the exchange or quotation system selected by the Calculation Agent), such exchange or quotation system shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments to the terms of the Transaction (including, for the avoidance of doubt, modifying the definition of Shares and Settlement Price), as if Modified Calculation Agent Adjustment were applicable to such event."

Additional Disruption Events:

Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or announcement or statement of, the formal or informal interpretation", (ii) by replacing the word "Shares" where it appears in clause (X) thereof with the words "Hedge Positions", (iii) by immediately following the word "Transaction" in clause (X) thereof, adding the phrase "in the manner contemplated by the Hedging Party on the Trade Date" and (iv) adding the following proviso to the end of clause (Y) thereof: "provided that (1) such party has used commercially reasonable efforts to avoid such increased cost on terms reasonably acceptable to such party, as long as (i) such party would not incur a materially increased cost (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position), as reasonably determined by such party, in doing so, (ii) such party would not violate any applicable law, rule, regulation or policy of such party, as reasonably determined by such party, in doing so, (iii) such party would not suffer a material penalty, injunction, non-financial burden, reputational harm or other material adverse consequence in doing so, (iv) such party would not incur any material operational or administrative burden in doing so and (v) such party would not, in doing so, be required to take any action that is contrary to the intent of the law or regulation that is subject to the Change in Law and (2) Dealer may exercise its termination right with respect to an event described in this clause (Y) only if Dealer determines, based upon advice of counsel the costs of which are borne by the Dealer, that it is generally exercising its rights to terminate or adjust as a result of such event with respect to any similarly situated customers in the context of the event constituting such Change in Law". In addition, Section 12.9(b)(i) of the Equity Definitions is hereby amended by (1) replacing "either party may elect" with "Dealer may elect" and (2) replacing "notice to the other party" with "notice to Counterparty" in the first sentence of such section.
Failure to Deliver:	Not Applicable.
Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; *provided* that: (I) Section 12.9(a)(v) of the Equity Definitions is hereby modified by (i) inserting the following words at the end of clause (A) thereof: "in the manner contemplated by the Hedging Party on the Trade Date", and (ii) inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. For the further avoidance of doubt, any such transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms. Any inability of the Hedging Party referred to in phrases (A) and (B) above that is solely attributable to the deterioration of the creditworthiness of the Hedging Party shall not be deemed a Hedging Disruption.", and (II) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".
Increased Cost of Hedging:	Applicable.

Loss of Stock Borrow:	Applicable; *provided* that (a) Sections 12.9(a)(vii) and 12.9(b)(iv) of the Equity Definitions are amended by deleting the words "at a rate equal to or less than the Maximum Stock Loan Rate" and replacing it with the words "at a Borrow Cost equal to or less than the Maximum Stock Loan Rate" and (b) Section 12.9(b)(iv) of the Equity Definitions is hereby amended by (I) deleting (1) subsection (A) in its entirety, (2) the phrase "or (B)" following subsection (A) and (3) the phrase "in each case" in subsection (B); and (II) replacing the phrase "neither the Non-Hedging Party nor the Lending Party lends Shares" with the phrase "such Lending Party does not lend Shares" in the penultimate sentence.
Borrow Cost:	The cost to borrow the relevant Shares, as determined by the Calculation Agent on the relevant date of determination. Such costs shall include, without duplication, (a) the spread below FED-FUNDS earned on collateral posted in connection with such borrowed Shares, net of any costs or fees, and (b) any stock loan borrow fee payable for such Shares, expressed as a fixed rate per annum.
Maximum Stock Loan Rate:	200 basis points
Increased Cost of Stock Borrow:	Applicable; *provided* that (a) Section 12.9(a)(viii) of the Equity Definitions shall be amended by deleting "rate to borrow Shares" and replacing it with "Borrow Cost" and (b) Section 12.9(b)(v) of the Equity Definitions shall be amended by (i) adding the word "or" immediately before the phrase "(B)", (ii) deleting subsection (C) in its entirety, (iii) replacing "either party" in the penultimate sentence with "the Hedging Party", (iv) replacing the word "rate" in clause (Y) of the final sentence therein with the words "Borrow Cost", and (v) deleting clause (X) of the final sentence.
Initial Stock Loan Rate:	25 basis points, as adjusted by the Calculation Agent to reflect any subsequent Price Adjustment due to an Increased Cost of Stock Borrow.
FED FUNDS:	For any day, the rate set forth for such day opposite the caption "Federal funds", as such rate is displayed on the page "FedsOpen <Index> <GO>" on the BLOOMBERG Professional Service, or any successor page; *provided* that if no rate appears for any day on such page, the rate for the immediately preceding day for which a rate does so appear shall be used for such day.
Hedging Party:	Dealer or an affiliate of Dealer that is involved in the hedging of this Transaction for all applicable Additional Disruption Events.
Hedge Positions:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an affiliate thereof" after the words "a party" in the third line.
Determining Party:	Dealer for all applicable Extraordinary Events and any Announcement Event.

Acknowledgments:

Non-Reliance:	Applicable.
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable.
Additional Acknowledgments:	Applicable.

3. **Mutual Representations, Warranties and Agreements.**

In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, each of Dealer and Counterparty represents and warrants to, and agrees with, the other party that:

(a) **Commodity Exchange Act.** It is an "eligible contract participant" within the meaning of Section 1a(18) of the U.S. Commodity Exchange Act, as amended (the "**CEA**"). The Transaction has been subject to individual negotiation by the parties. The Transaction has not been executed or traded on a "trading facility" as defined in the CEA.

(b) **Securities Act.** It is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, or an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act.

(c) **ERISA.** The assets used in the Transaction (1) are not assets of any "plan" (as such term is defined in Section 4975 of the U.S. Internal Revenue Code (the "**Code**")) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) subject to Title I of ERISA, and (2) do not constitute "plan assets" within the meaning of Department of Labor Regulation 2510.3-101, 29 CFR Section 2510-3-101.

(d) **Notice of Event of Default**. It shall promptly provide written notice to the other party upon obtaining knowledge of the occurrence of any event that would constitute an Event of Default; *provided, however*, that should it be in possession of material non-public information regarding itself, it shall not communicate such information to the other party.

(e) **No Registration**. It understands, agrees and acknowledges that the other party has no obligation or intention to register the Transaction under the Securities Act, any state securities law or other applicable federal or non-U.S. securities law.

(f) **Non-reliance**. (A) It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (B) It is not relying on any communication (written or oral) of the other party or any of its affiliates as investment advice or as a recommendation to enter into the Transaction (it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction), and (C) no communication (written or oral) received from the other party or any of its affiliates shall be deemed to be an assurance or guarantee as to the expected results of the Transaction.

4. **Representations, Warranties and Agreements of Counterparty.**

In addition to the representations and warranties in the Agreement and those contained elsewhere herein, Counterparty further represents, warrants and agrees that:

(a) The representations and warranties of Counterparty set forth in Section 1 of the Purchase Agreement dated as of the Trade Date between Counterparty, Barclays Bank PLC, Deutsche Bank AG, London Branch, Goldman Sachs International and J.P. Morgan Securities PLC (the "**Joint Bookrunners**") (the "**Purchase Agreement**") relating to the issuance of USD 430,000,000 principal amount of 0.375% Senior Unsecured Convertible Notes due 2019 (the "**Convertible Notes**") and USD 300,000,000.00 principal amount of 0.875% Senior Unsecured Convertible Notes due 2021, are true and correct and are hereby deemed to be repeated to Dealer as if set forth herein;

(b) Without prejudice to the right of Counterparty to deliver (existing) treasury Shares rather than issue new Shares, the Maximum Amount of Shares of Counterparty issuable in connection with this Warrant Transaction (the "**Warrant Shares**") are available for issuance by all required corporate action of Counterparty. The Warrant Shares have been duly authorized, including by the Counterparty's general

meeting of shareholders. When delivered as contemplated by the terms of the Warrants in accordance with the terms and conditions hereof, the Warrant Shares will be validly issued, fully-paid and non-assessable; and the issuance of the Warrant Shares will not be subject to any pre-emptive or similar rights;

(c) Counterparty has full right, power and authority to enter into this Confirmation, to grant the Warrant issue and deliver any Warrant Shares and there are no legal restrictions affecting the issue and delivery thereof.

(d) No rights to subscribe for any ordinary shares in the capital of the Counterparty nor any rights to convert securities into ordinary shares in the capital of the Counterparty are outstanding, to the extent that as a result of the exercise of such rights the Company's authorised share capital (*maatschappelijk kapitaal*) as included in its articles of association, would not provide sufficient headroom for the grant of the Warrant or the issuance of any Warrant Shares upon the exercise thereof. Furthermore, Counterparty shall ensure that, from time to time, its authorised share capital (*maatschappelijk kapitaal*) as included in its articles of association, shall provide sufficient headroom for the issuance of any Warrant Shares upon the exercise of the Warrant;

(e) Neither the grant of the Warrant nor the issuance of any Warrant Shares by Counterparty to Dealer upon the exercise of the Warrant in accordance with the terms and conditions hereof, shall require Counterparty to issue a prospectus within the meaning of EU Directive 2003/71/EC or under or pursuant to any other applicable laws;

(f) Counterparty complies, and will comply, with any applicable filing and notice requirements in connection with the transactions contemplated hereby.

(g) Counterparty shall promptly provide written notice to Dealer upon obtaining knowledge of the occurrence of any event that would constitute a Potential Adjustment Event, a Merger Event or any other Extraordinary Event; *provided, however*, that should Counterparty be in possession of material non-public information regarding Counterparty, Counterparty shall not communicate such information to Dealer;

(h) [*negotiated clause*].

(i) Counterparty is entering into the Transaction, solely for the purposes stated in the board resolution authorizing the Transaction (a copy of which, and such other certificates as Dealer may reasonably request, Counterparty shall deliver to Dealer on or before the Trade Date) and in its public disclosure, and there is no internal policy, whether written or oral, of Counterparty that would prohibit Counterparty from entering into any aspect of the Transaction, including, but not limited to, the issuance of Shares to be made pursuant hereto;

(j) Counterparty has not violated and will not violate any applicable law (including, without limitation, the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the regulations promulgated thereunder) in connection with the Transaction;

(k) As of the Trade Date and as of the date on which Counterparty delivers any Termination Delivery Units, Counterparty (i) has not filed a request for bankruptcy or been declared bankrupt by a judgment of a competent court in the Netherlands within the meaning of Section 1 of the Netherlands Bankruptcy Act ("Faillisementswet") or filed a request for a moratorium of payments within the meaning of Section 213 of the Netherlands Bankruptcy Act and (ii) is not and shall not be after giving effect to the Transactions, "insolvent" (as such term is defined in Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "**Bankruptcy Code**"));

(l) Each of Counterparty's filings under the Securities Act, the Exchange Act, or other applicable securities laws that are required to be filed have been filed and that, as of the respective dates thereof and as of the Trade Date, such filings when considered as a whole (with the more recent such filings deemed to amend inconsistent statements contained in any earlier such filings) do not contain any misstatement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(m) On the Trade Date, none of Counterparty and its officers and directors is aware or in possession of any material non-public information or inside information (*voorwetenschap*), as defined in article 5:53 of the Dutch Financial Markets Supervision Act (Wet op het financieel toezicht) (the "**FMSA**"), regarding Counterparty, the Shares or trading in the Shares. "Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of Counterparty;

(n) Counterparty is not, and after giving effect to the Transactions will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(o) Counterparty understands, agrees and acknowledges that no obligations of Dealer to it hereunder shall be entitled to the benefit of deposit insurance and that such obligations shall not be guaranteed by any affiliate of Dealer or any governmental agency;

(p) Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging – Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(q) Counterparty is not entering into the Transaction for the purpose of (i) creating actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or (ii) raising or depressing or otherwise manipulating the price of, or facilitating a distribution of, the Shares (or any security convertible into or exchangeable for the Shares);

(r) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Trade Date and reasonably acceptable to Dealer in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement and paragraph 4(b) of this Confirmation; *provided* that such opinion of counsel may contain customary exceptions, assumptions and qualifications;

(s) No federal, state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to Counterparty or the Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates owning or holding (however defined) Shares;

(t) Counterparty has not entered into any obligation or undertaking that would contractually limit it from effecting Net Share Settlement under this Transaction and it agrees not to enter into any such obligation or undertaking during the term of this Transaction;

(u) Counterparty shall not take any action to decrease the number of Available Shares below the Maximum Amount (each as defined below);

(v) (x)(A) On the Trade Date, the Shares or securities that are convertible into, or exchangeable or exercisable for Shares, are not, and shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("**Regulation M**") other than the distribution of the

convertible notes subject to the Purchase Agreement and (B) Counterparty shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M until the second Exchange Business Day immediately following the Initial Period (as defined below), and (y)(A) during the period starting on the first Expiration Date and ending on the last Expiration Date (the "**Settlement Period**"), the Shares or securities that are convertible into, or exchangeable or exercisable for Shares, are not, and shall not be, subject to a "restricted period," as defined in Regulation M and (B) Counterparty shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following the Settlement Period;

(w) During (A) the period starting on the Trade Date and ending on the Last Initial Hedge Date (the "**Initial Period**") and (B) the Settlement Period, and on any other Exercise Date, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 under the Exchange Act ("**Rule 10b-18**")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares, except through Dealer;

(x) Counterparty agrees that it (A) will not during the Initial Period or the Settlement Period make, or permit to be made, any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction unless such public announcement is made prior to the opening or after the close of the regular trading session on the Exchange for the Shares (a "**Public Announcement**"); (B) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify Dealer following any such announcement that such announcement has been made; and (C) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Dealer with written notice specifying (i) Counterparty's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date that were not effected through Dealer or its affiliates and (ii) the number of Shares purchased pursuant to the proviso in Rule 10b-18 (b)(4) under the Exchange Act for the three full calendar months preceding the announcement date. Such written notice shall be deemed to be a certification by Counterparty to Dealer that such information is true and correct. In addition, Counterparty shall promptly notify Dealer of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders. Counterparty acknowledges that a Public Announcement could result in the occurrence of a Regulatory Disruption, and the parties agree that any such occurrence shall be treated as a Potential Adjustment Event hereunder. "**Merger Transaction**" means any merger, acquisition or similar transaction involving a recapitalization as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act;

(y) Counterparty has discussed the Transaction contemplated hereunder with its outside tax advisors and has received appropriate comfort from such tax advisors that the tax treatment Counterparty will apply to the Transaction is proper under applicable law; and

5. **Other Provisions:**

(a) **Designation by Dealer.** Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Dealer to purchase, sell, receive or deliver any Shares or other securities to or from Counterparty, Dealer may designate any of its affiliates to purchase, sell, receive or deliver such Shares or other securities and otherwise to perform Dealer's obligations in respect of the Transaction and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty solely to the extent of and upon any such performance; provided that Dealer's

obligation shall be reinstated (and Dealer shall have the right to designate another of its affiliates to perform such obligation), as though such performance had not been rendered by such affiliate, in the event and to the extent Counterparty is required to repay or reimburse the amount or value of any payment or other performance by such affiliate on the grounds of the insolvency or other legal, regulatory or contractual constraint on affiliate's payment or performance of such obligation.

(b) **Repurchase and Par Value Notices.**

(i) On any day on which both (A) Counterparty effects any repurchase of Shares and (B) Counterparty does not qualify as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, Counterparty shall promptly give Dealer a written notice of such repurchase (a "**Repurchase Notice**") on such day if following such repurchase, the Warrant Equity Percentage as determined on such day is (1) equal to or greater than 5.0% or (2) greater by 0.5% than the Warrant Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater than the Warrant Equity Percentage as of the Trade Date). The "**Warrant Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the product of the Number of Warrants in aggregate and the Warrant Entitlement under this Transaction or any other warrant transaction between the parties and (B) the denominator of which is the number of Shares outstanding on such day. Counterparty agrees to indemnify and hold harmless Dealer and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 "insider", including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within 30 days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person in respect of the foregoing, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph are not

exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction.

(ii) Counterparty shall notify Dealer in writing in reasonable detail no less than 30 days prior to the record date or other date of effectiveness of any event (a "**Par Value Event**") that could result in the amount of the Premium being less than the aggregate par value of the Maximum Amount of Shares following such event, which notice shall also contain the anticipated record or other effective date of such event (a "**Par Value Notice**"); *provided*, *however*, that should Counterparty be in possession of material non-public information regarding Counterparty, Counterparty shall not communicate such information to Dealer.

(c) **Transfer or Assignment.** Counterparty may not transfer or assign any of its rights or obligations under the Transaction or the Agreement without the prior written consent of Dealer. Notwithstanding any provision of the Agreement to the contrary, Dealer may, subject to applicable law, freely transfer and assign all of its rights and obligations under the Transaction and the Agreement without the consent of Counterparty to any affiliate of Dealer, or to any third party with a rating (or whose guarantor has a rating) for its long term, unsecured and unsubordinated indebtedness of A- or better by Standard & Poor's Ratings Services or its successor ("**S&P**"), or A3 or better by Moody's Investors Service, Inc. or its successor ("**Moody's**") or, if either S&P or Moody's ceases to rate such debt, at least an equivalent rating or better by a substitute rating agency mutually agreed by Counterparty and Dealer; *provided* that Dealer shall not transfer or assign any of its rights and obligations under the Transaction and the Agreement to any third party that, to the Dealer's knowledge, purchased any Convertible Notes from any of the Joint Bookrunners.

If at any time at which (1) the Equity Percentage exceeds (A) for so long as Counterparty qualifies as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, 14.5% or (B) at any time Counterparty does not qualify as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, 8.0% or (2) Dealer, Dealer Group (as defined below) or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "**Dealer Person**") under any relevant corporate law or state or federal or non-U.S. bank holding company or banking laws, or other federal, state, local or non-U.S. laws, regulations, regulatory orders or organizational documents or contracts of Counterparty that are applicable to ownership of Shares, other than Chapter 5.3 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) ("**Applicable Laws**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state, federal, local or non-U.S. regulator) of a Dealer Person, or could result in an adverse effect on a Dealer Person, as determined by Dealer in its reasonable discretion, under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1.0% of the number of Shares outstanding on the date of determination (either such condition described in clause (1) or (2), an "**Excess Ownership Position**") and Dealer is unable, after commercially reasonable efforts, to effect a transfer or assignment on pricing terms and within a time period reasonably acceptable to it of all or a portion of the Transaction such that an Excess Ownership Position no longer exists, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "**Terminated Portion**") of the Transaction, such that an Excess Ownership Position no longer exists. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (x) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Shares equal to the Terminated Portion, (y) Counterparty shall be the sole Affected Party with respect to such partial termination and (z) such Transaction shall be the only Terminated Transaction (and, for the avoidance of doubt, the provisions

of paragraph 5(i) shall apply to any amount that is payable by Dealer to Counterparty pursuant to this sentence). The "**Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that Dealer and any of its affiliates subject to aggregation with Dealer, for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer ("**Dealer Group**"), beneficially own (within the meaning of Section 13 of the Exchange Act) on such day and (B) the denominator of which is the number of Shares outstanding on such day.

(d) [*negotiated clause*].

(e) **Reserved.**

(f) **Additional Termination Events.** The occurrence of any of the following shall constitute an Additional Termination Event with respect to which (1) Counterparty shall be the sole Affected Party and (2) the Transaction shall be the sole Affected Transaction; *provided* that with respect to any of the following Additional Termination Events described in clauses (i) or (ii) below, Dealer may choose to treat one or more parts of the Transaction as the sole Affected Transaction and either to terminate each such part on different days or to calculate the amount owing in connection with such Additional Termination Event by reference to a Share price determined over a period not to exceed 50 Exchange Business Days, and, upon termination of an Affected Transaction, a Transaction with a Number of Warrants equal to the unaffected number of Warrants shall be treated for all purposes as the Transaction, which shall remain in full force and effect and, for the avoidance of doubt, shall be subject to all relevant provisions and adjustments as if an Additional Termination Event had not occurred; *and, provided further,* that, without limiting the foregoing, notwithstanding the provisions of Section 6(b)(iv) of the Agreement, Counterparty shall also have the right to designate an Early Termination Date with respect to the Additional Termination Event described in clause (ii) below if Counterparty (x) provides a certificate that includes a representation that Counterparty is not, as of the date of such certificate, aware of any material non-public information concerning itself or the Shares (where "material" shall have the meaning set forth in paragraph 5(n) below) and (y) satisfies such other conditions, including making additional representations and warranties, relating to securities law and other issues as requested by the Calculation Agent:

(i) if at any time Dealer is unable, or reasonably determines that it is inadvisable, to hedge its obligations pursuant to this Transaction in the public market without registration under the Securities Act or as a result of any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Dealer);

(ii) if at any time an Early Termination Date is designated with respect to the transaction relating to the Convertible Notes described in the confirmation between the parties hereto regarding the Bond Hedge Transaction dated March 12, 2014 (Reference Number(s): [____]) (the "**Bond Hedge Transaction**") or the Bond Hedge Transaction is otherwise cancelled or terminated prior to its expiration for any reason; or

(iii) if at any time Dealer receives a Par Value Notice, unless the Calculation Agent shall have determined that the applicable Par Value Event would not result in the amount of the Premium being less than the aggregate par value of the Maximum Amount of Shares following such event (a "**Par Value ATE**"); *provided* that, notwithstanding anything to the contrary in the Agreement, Dealer shall designate an Early Termination Date in respect of a Par Value ATE no later than the anticipated record or other effective date of such event specified in the Par Value Notice.

(g) **No Collateral.** Notwithstanding any provision of this Confirmation, the Agreement, Equity Definitions or any other agreement between the parties to the contrary, the obligations of Counterparty under the Transaction are not secured by any collateral.

(h) **Netting and Setoff**. Obligations under the Transaction shall not be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against any other obligations of the parties, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and no other obligations of the parties shall be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against obligations under the Transaction, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and each party hereby waives any such right of setoff, netting or recoupment; provided that both parties agree that subparagraph (ii) of Section 2(c) of the Agreement shall apply to the Transaction.

(i) **Alternative Calculations and Counterparty Payment on Early Termination and on Certain Extraordinary Events**. If Counterparty owes Dealer any amount in connection with the Transaction (i) pursuant to Sections 12.2, 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions (except in the case of an Extraordinary Event in which the consideration or proceeds to be paid to all holders of Shares as a result of such event consists solely of cash) or (ii) pursuant to Section 6(d)(ii) of the Agreement (a "**Payment Obligation**"), Counterparty shall satisfy any such Payment Obligation by delivery of Termination Delivery Units (as defined below) unless Counterparty elects to satisfy any such Payment Obligation by delivery of cash (in which case the provisions in Sections 12.2, 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions or Section 6(d)(ii) of the Agreement, as the case may be, shall apply in lieu of the provision set forth in this paragraph below) by giving irrevocable telephonic notice of such election to Dealer, confirmed in writing within one Scheduled Trading Day, no later than noon New York time on the Early Termination Date or other date the Transaction is cancelled or terminated, as applicable, where such notice shall include a representation and warranty from Counterparty that it is not, as of the date of the telephonic notice and the date of such written notice, aware of any material non-public information concerning itself or the Termination Delivery Units (where "material" shall have the meaning set forth in paragraph 5(n) below). Unless Counterparty timely elects to satisfy any such Payment Obligation by delivering cash, within a commercially reasonable period of time following the relevant Early Termination Date or other relevant date on which the Transaction is cancelled or terminated, as applicable, Counterparty shall deliver to Dealer a number of Termination Delivery Units having a fair market value (net of any brokerage and underwriting commissions and fees, including any customary private placement fees) equal to the amount of such Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be sold over a commercially reasonable period of time to generate proceeds equal to the cash equivalent of such Payment Obligation). In addition, if, in the good faith commercially reasonable judgment of Dealer, for any reason, the Termination Delivery Units deliverable pursuant to this paragraph would not be immediately freely transferable by Dealer under Rule 144, then Dealer may elect either to (x) accept delivery of such Termination Delivery Units notwithstanding any restriction on transfer or (y) require that such delivery take place pursuant to paragraph 5(j) below. If the provisions set forth in this paragraph are applicable, the provisions of Sections 9.8, 9.9, 9.11 (modified as described above) and 9.12 of the Equity Definitions shall be applicable, except that all references to "Shares" shall be read as references to "Termination Delivery Units." "**Termination Delivery Units**" means in the case of a Termination Event, Event of Default, Additional Disruption Event or Delisting, one Share or, in the case of Nationalization, Insolvency, Tender Offer or Merger Event, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Nationalization, Insolvency, Tender Offer or Merger Event; provided that if such Nationalization, Insolvency, Tender Offer or Merger Event involves a choice of consideration to be received by all holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

(j) **Registration/Private Placement Procedures.** If, following (x) the designation of an Early Termination Date or any other cancellation or termination of the Transaction prior to its expiration or (y) the adoption of or any change in any applicable law or regulation, or the promulgation of or any change in, or announcement or statement of, the formal or informal interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation, in each case on or after the Trade Date, in the reasonable opinion of Dealer, following any delivery of Shares or Termination Delivery Units to Dealer hereunder, such Shares or Termination Delivery Units would be in the hands of Dealer subject to any applicable restrictions with respect to any registration or qualification requirement or prospectus delivery requirement for such Shares or Termination Delivery Units pursuant to any applicable federal or state securities law (including, without limitation, any such requirement arising under Section 5 of the Securities Act as a result of such Shares or Termination Delivery Units being "restricted securities", as such term is defined in Rule 144 under the Securities Act, or as a result of the sale of such Shares or Termination Delivery Units) (such Shares or Termination Delivery Units, "**Restricted Shares**"), then delivery of such Restricted Shares shall be effected pursuant to either clause (i) or (ii) below at the election of Counterparty, unless waived by Dealer. Notwithstanding the foregoing, solely in respect of any Number of Warrants exercised or deemed exercised on any Expiration Date, Counterparty shall elect, prior to the first Settlement Date for the first Expiration Date, a Private Placement Settlement (as defined below) or Registered Settlement (as defined below) for all deliveries of Restricted Shares for all such Expiration Dates which election shall be applicable to all Settlement Dates for such Warrants and the procedures in clause (i) or clause (ii) below shall apply for all such delivered Restricted Shares on an aggregate basis commencing after the final Settlement Date for such Warrants. The Calculation Agent shall make reasonable adjustments to settlement terms and provisions under this Confirmation to reflect a single Private Placement or Registered Settlement for such aggregate Restricted Shares delivered hereunder.

(i) If Counterparty elects to settle the Transaction pursuant to this clause (i) (a "**Private Placement Settlement**"), then delivery of Restricted Shares by Counterparty shall be effected in customary private placement procedures with respect to such Restricted Shares reasonably acceptable to Dealer; *provided* that Counterparty may not elect a Private Placement Settlement if, on the date of its election, it has taken, or caused to be taken, any action that would make unavailable either the exemption pursuant to Section 4(a)(2) of the Securities Act for the sale by Counterparty to Dealer (or any affiliate designated by Dealer) of the Restricted Shares or the exemption pursuant to Section 4(a)(1) or Section 4(a)(3) of the Securities Act for resales of the Restricted Shares by Dealer (or any such affiliate of Dealer). The Private Placement Settlement of such Restricted Shares shall include customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Restricted Shares by Dealer), opinions and certificates, and such other documentation as is customary for private placement agreements, all reasonably acceptable to Dealer. In the case of a Private Placement Settlement, Dealer shall determine the appropriate discount (in the case of settlement of Termination Delivery Units pursuant to paragraph 5(i) above) or any Settlement Price (in the case of settlement of Shares pursuant to Section 2 above) applicable to such Restricted Shares in a commercially reasonable manner and appropriately adjust the number of such Restricted Shares to be delivered to Dealer hereunder. Notwithstanding the Agreement or this Confirmation, the date of delivery of such Restricted Shares shall be the Scheduled Trading Day following notice by Dealer to Counterparty, of such applicable discount and the number of Restricted Shares to be delivered pursuant to this clause (i). For the avoidance of doubt, delivery of Restricted Shares shall be due as set forth in the previous sentence and not be due on the date described in paragraph 5(i) (in the case of settlement of Termination

Delivery Units) or on the Settlement Date (in the case of settlement in Shares pursuant to Section 2 above).

(ii) If Counterparty elects to settle the Transaction pursuant to this clause (ii) (a "**Registration Settlement**"), then Counterparty shall promptly (but in any event no later than the beginning of the Resale Period (as defined below)) file and use its reasonable best efforts to make effective under the Securities Act a registration statement or supplement or amend an outstanding registration statement in form and substance reasonably satisfactory to Dealer, to cover the resale of such Restricted Shares (and any Make-whole Shares) in accordance with customary resale registration procedures, including covenants, conditions, representations, underwriting discounts (if applicable), commissions (if applicable), indemnities, due diligence rights, opinions and certificates, and such other documentation as is customary for equity resale underwriting agreements, all reasonably acceptable to Dealer. If Dealer, in its sole reasonable discretion, is not satisfied with such procedures and documentation Private Placement Settlement shall apply. If Dealer is satisfied with such procedures and documentation, it shall sell the Restricted Shares pursuant to such registration statement as promptly as commercially reasonable during a period (the "**Resale Period**") commencing on the Exchange Business Day following delivery of such Restricted Shares (and any Make-whole Shares) and ending on the earliest of (i) the Exchange Business Day on which Dealer completes the sale of all Restricted Shares or, in the case of settlement of Termination Delivery Units, a sufficient number of Restricted Shares so that the realized net proceeds of such sales exceed the Payment Obligation (as defined above) and (ii) the date upon which all Restricted Shares have been sold or transferred pursuant to Rule 144 (or similar provisions then in force) under the Securities Act.

(iii) (A) If (ii) above is applicable and the aggregate Option Cash Settlement Amount for all Valuation Dates (the "**Aggregate Option Cash Settlement Amount**") or the Payment Obligation, as applicable, exceeds the realized net proceeds from such resale, or if (i) above is applicable and the Freely Tradeable Value (as defined below) of the Aggregate Option Cash Settlement Amount or the Payment Obligation (in each case as adjusted pursuant to (i) above), as applicable, exceeds the realized net proceeds from such resale, Counterparty shall transfer to Dealer by the open of the regular trading session on the Exchange on the Scheduled Trading Day immediately following the last day of the Resale Period the amount of such excess (the "**Additional Amount**"), at Counterparty's option, either in cash or in a number of Shares ("**Make-whole Shares**"; *provided* that the aggregate number of Shares and Make-whole Shares delivered shall not exceed the Maximum Amount) that, based on the Settlement Price on the last day of the Resale Period (as if such day was the "**Valuation Date**" for purposes of computing such Settlement Price), has a value equal to the Additional Amount. The Resale Period shall continue to enable the sale of the Make-whole Shares. If Counterparty elects to pay the Additional Amount in Make-whole Shares, the requirements and provisions for either Private Placement Settlement or Registration Settlement shall apply to such payment. This provision shall be applied successively until the Additional Amount is equal to zero, subject to paragraph 5(m) below. "**Freely Tradeable Value**" means the value of the number of Shares delivered to Dealer which such Shares would have if they were freely tradeable (without prospectus delivery) upon receipt by Dealer, as determined by the Calculation Agent by commercially reasonable means.

(B) If (ii) above is applicable and the realized net proceeds from such resale (including the sale of any Make-whole Shares) exceed the Aggregate Option Cash Settlement Amount or the Payment Obligation, as applicable, or if (i) above is applicable and the realized net proceeds from such resale (including the sale of any Make-whole Shares) exceed the Freely Tradeable Value (as defined below) of the Aggregate Option Cash Settlement Amount or the Payment Obligation (in each case as adjusted pursuant to (i) above), as applicable, Dealer shall transfer to Counterparty the amount of such excess (the "**Dealer Additional Amount**"), at Counterparty's option, either in cash or in a number of Shares ("**Dealer Make-whole Shares**") that has a value equal to the Dealer Additional Amount, as determined by the Calculation Agent. The transfer of the Dealer Additional Amount shall be made (x) if in cash, by the open of the regular trading session on the Exchange on the Exchange Business Day immediately following the last day of the Resale Period, and (y) if in Shares, one Settlement Cycle following the date Dealer is able, using commercially reasonable efforts, to purchase Dealer Make-whole Shares. This provision shall be applied successively until the Dealer Additional Amount is equal to zero.

In the event Counterparty shall not have delivered the full number of Restricted Shares otherwise applicable as a result of the proviso above relating to the Maximum Amount, as defined below, (such deficit, the "**Deficit Restricted Shares**"), Counterparty shall be continually obligated to deliver, from time to time until the full number of Deficit Restricted Shares have been delivered pursuant to this paragraph, Restricted Shares when, and to the extent, that (i) Shares are repurchased, acquired or otherwise received by Counterparty or any of its subsidiaries after the Trade Date (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant date become no longer so reserved and (iii) Counterparty additionally authorizes any unissued Shares that are not reserved for other transactions. Counterparty shall immediately notify Dealer of the occurrence of any of the foregoing events (including the number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Restricted Shares to be delivered) and promptly deliver such Restricted Shares thereafter.

(iv) Without limiting the generality of the foregoing, Counterparty agrees that any Restricted Shares delivered to Dealer, as purchaser of such Restricted Shares, (A) may be transferred by and among Dealer and its affiliates and Counterparty shall effect such transfer without any further action by Dealer and (B) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed after any settlement date for such Restricted Shares, Counterparty shall promptly remove, or cause the transfer agent for such Restricted Shares to remove, any legends referring to any such restrictions or requirements from such Restricted Shares upon delivery by Dealer (or such affiliate of Dealer) to Counterparty or such transfer agent of any seller's and broker's representation letters customarily delivered by Dealer in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Dealer (or such affiliate of Dealer).

If the Private Placement Settlement or the Registration Settlement shall not be effected as set forth in clauses (i), (ii) or (iii), as applicable, then failure to effect such Private Placement Settlement or such Registration Settlement shall constitute

an Event of Default with respect to which Counterparty shall be the Defaulting Party.

(k) **Limit on Beneficial Ownership.** Notwithstanding any other provisions hereof, Dealer may not exercise any Warrant hereunder, Automatic Exercise shall not apply with respect thereto, and no delivery hereunder (including pursuant to paragraphs 5(j), (l) or (m)) shall be made, to the extent (but only to the extent) that, the receipt of any Shares upon such exercise or delivery would result in the existence of an Excess Ownership Position. Any purported delivery hereunder shall be void and have no effect to the extent (but only to the extent) that such delivery would result in the existence of an Excess Ownership Position. Subject to paragraph 5(c), if any delivery owed to Dealer hereunder or any exercise is not made, in whole or in part, as a result of this provision, Counterparty's obligation to make such delivery and Dealer's right to exercise a Warrant shall not be extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Scheduled Trading Day after, Dealer gives notice to Counterparty that, such exercise or delivery would not result in the existence of an Excess Ownership Position. Dealer shall use commercially reasonable efforts to take steps so that it is able to accept delivery as soon as reasonably practicable.

(l) **Share Deliveries.** Counterparty acknowledges and agrees that, to the extent that Dealer is not then an affiliate, as such term is used in Rule 144 under the Securities Act, of Counterparty and has not been such an affiliate of Counterparty for 90 days (it being understood that Dealer shall not be considered such an affiliate of Counterparty solely by reason of its receipt of or right to receive Shares pursuant to this Transaction), and otherwise satisfies all holding period and other requirements of Rule 144 under the Securities Act applicable to it, any Shares or Termination Delivery Units delivered hereunder at any time after 1 year from the Premium Payment Date shall be eligible for resale under Rule 144 under the Securities Act, and Counterparty agrees to promptly remove, or cause the transfer agent for such Shares or Termination Delivery Units to remove, any legends referring to any restrictions on resale under the Securities Act from such Shares or Termination Delivery Units. Counterparty further agrees that with respect to any Shares or Termination Delivery Units delivered hereunder at any time after 6 months from the Premium Payment Date but prior to 1 year from the Premium Payment Date, to the extent that Counterparty then satisfies the current information requirement of Rule 144 under the Securities Act, Counterparty shall promptly remove, or cause the transfer agent for such Shares or Termination Delivery Units to remove, any legends referring to any such restrictions or requirements from such Shares or Termination Delivery Units upon delivery by Dealer to Counterparty or such transfer agent of any customary seller's and broker's representation letters in connection with resales of such Shares or Termination Delivery Units pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Dealer. Counterparty further agrees and acknowledges that Dealer shall run a holding period under Rule 144 under the Securities Act with respect to the Warrants and/or any Shares or Termination Delivery Units delivered hereunder notwithstanding the existence of any other transaction or transactions between Counterparty and Dealer relating to the Shares. Counterparty further agrees that Shares or Termination Delivery Units delivered hereunder prior to the date that is 6 months from the Premium Payment Date may be freely transferred by Dealer to its affiliates, and Counterparty shall effect such transfer without any further action by Dealer. Notwithstanding anything to the contrary herein, Counterparty agrees that any delivery of Shares or Termination Delivery Units shall be effected by book-entry transfer through the facilities of the Clearance System if, at the time of such delivery, such Shares or Termination Delivery Units would not contain any restrictive legend as described above. Notwithstanding anything to the contrary herein, to the extent the provisions of Rule 144 under the Securities Act or any successor rule are amended, or the applicable interpretation thereof by the Securities and Exchange Commission or any court changes after the Trade Date, including without limitation to lengthen or shorten the holding periods, the agreements of Counterparty herein shall be deemed modified to the extent necessary, in the opinion of outside counsel of Counterparty, to comply with Rule 144 under the Securities Act,

including Rule 144, as in effect at the time of delivery of the relevant Shares or Termination Delivery Units.

(m) **Maximum Share Delivery.** Notwithstanding any other provision of this Confirmation or the Agreement, in no event will Counterparty be required to deliver more than [ ] Shares (the "**Maximum Amount**") in the aggregate to Dealer in connection with the Transaction, subject to the provisions below regarding Deficit Shares and to adjustment from time to time in accordance with the provisions of this Confirmation or the Equity Definitions. Counterparty represents and warrants to Dealer (which representation and warranty shall be deemed to be repeated on each day that the Transaction is outstanding) that the Maximum Amount is equal to or less than the number of authorized but unissued Shares of Counterparty in respect of which rights to subscribe have not been granted ("reserved") in connection with transactions in the Shares (other than the Transaction) on the date of the determination of the Maximum Amount (such Shares, the "**Available Shares**"). In the event Counterparty shall not have delivered the full number of Shares otherwise due in connection with the Transaction as a result of the first sentence of this paragraph relating to the Maximum Amount (such deficit, the "**Deficit Shares**"), Counterparty shall be continually obligated to deliver, from time to time until the full number of Deficit Shares have been delivered pursuant to this paragraph, Shares when, and to the extent, that (i) Shares are repurchased, acquired or otherwise received by Counterparty or any of its subsidiaries after the Trade Date (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant delivery date become no longer so reserved and (iii) Counterparty additionally authorizes any unissued Shares that are not reserved for other transactions. Counterparty shall immediately notify Dealer of the occurrence of any of the foregoing events (including the aggregate number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Shares to be delivered) and promptly deliver of such aggregate number of Shares thereafter. Counterparty shall not enter into any transaction, or take any other action, that would result in an adjustment to the maximum number of Shares deliverable under this paragraph (m) resulting in the issuance of a number of Shares that would require stockholder approval under applicable law, exchange regulations or otherwise, without having obtained prior stockholder approval.

(n) **Par Value of Shares.** The parties acknowledge and agree that Counterparty may allocate all or any portion of the Premium to reflect the payment of the par value of the Shares delivered to Dealer under this Transaction. Counterparty covenants that it will not cause or permit anything to be done that would cause the Premium to be inadequate in respect of the par value for any Shares delivered to Dealer hereunder.

(o) **No Material Non-Public Information.** Dealer shall provide a written notice to Counterparty promptly following the date on which Dealer has completed all purchases or sales of Shares or other transactions to hedge initially its exposure with respect to the Transaction (such date, the "**Last Initial Hedge Date**"), which it shall complete as soon as reasonably practicable. On each day during the period beginning on the Trade Date and ending on the earlier of (i) the 3rd Exchange Business Day following the Trade Date and (ii) the Last Initial Hedge Date, Counterparty represents and warrants to Dealer that none of Counterparty and its officers and directors is aware or in possession of any material non-public information or any information constituting inside information (*voorwetenschap*), as defined in article 5:53 of the FMSA, concerning Counterparty, the Shares or trading in the Shares. "Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of Counterparty.

(p) **Tax Disclosure.** Notwithstanding anything to the contrary herein, in the Equity Definitions or in the Agreement, and notwithstanding any express or implied claims of exclusivity or proprietary rights, the parties (and each of their employees, representatives or other agents) are authorized to disclose to any and all persons, beginning immediately upon commencement of their discussions and without limitation of any kind, the tax treatment and tax structure of the Transaction, and all materials of any

kind (including opinions or other tax analyses) that are provided by either party to the other relating to such tax treatment and tax structure.

(q) **Status of Claims in Bankruptcy.** Dealer acknowledges and agrees that this Confirmation is not intended to convey to Dealer rights with respect to the Transaction that are senior to the claims of common stockholders of Counterparty in any Dutch bankruptcy proceedings of Counterparty; provided that nothing herein shall limit or shall be deemed to limit Dealer' right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to the Transaction; *provided further* that nothing in this paragraph shall limit or shall be deemed to limit Dealer' rights in respect of any transactions other than the Transaction.

(r) **Securities Contract.** The parties hereto agree and acknowledge that Dealer is one or more of a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101 (22A) of the Bankruptcy Code. The parties hereto further agree and acknowledge (A) that this Confirmation is a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "settlement payment" (as such term is defined in Section 741(8) of the Bankruptcy Code) or a "transfer" within the meaning of Section 546 of the Bankruptcy Code and (B) that Dealer is entitled to the protections afforded by, among other sections, Section 362(b) (6), 362(b)(27), 362(o), 546(e), 546(j), 548(d)(2), 555 and 561 of the Bankruptcy Code.

(s) **Right to Extend.** Dealer may postpone any potential Expiration Date or postpone or extend any other date of valuation or delivery with respect to some or all of the relevant Warrants (in which event the Calculation Agent shall make appropriate adjustments to the Net Share Amount for such Expiration Date), if Dealer determines, in its commercially reasonable discretion, that such postponement or extension is necessary or appropriate to (i) preserve Dealer's or its affiliate's hedging or hedge unwind activity hereunder in light of existing liquidity conditions in the cash market, the stock loan market or any other relevant market or (ii) enable Dealer or its affiliate to effect purchases or sales of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer or such affiliate were Issuer or an affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer and/or such affiliate; *provided* that Dealer may not postpone or extend any such date by more than 100 Exchange Business Days.

(t) **Adjustments.** For the avoidance of doubt, whenever the Calculation Agent is called upon to make an adjustment pursuant to the terms of this Confirmation or the Equity Definitions to take into account the effect of an event, the Calculation Agent shall make such adjustment by reference to the effect of such event on the Hedging Party, assuming that the Hedging Party maintains a commercially reasonable hedge position.

(u) **Wall Street Transparency and Accountability Act of 2010.** The parties hereby agree that none of (i) Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the "**WSTAA**"), (ii) any similar legal certainty provision included in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, (iii) the enactment of the WSTAA or any regulation under the WSTAA, (iv) any requirement under the WSTAA or (v) any amendment made by the WSTAA shall limit or otherwise impair either party's right to terminate, renegotiate, modify, amend or supplement this Confirmation, any Transaction hereunder or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased cost, regulatory change or similar event under this Confirmation, the Equity Definitions or the Agreement (including, but not limited to, any right arising from any Change in Law, Insolvency Filing, Hedging Disruption, Increased Cost of Hedging, Loss of Stock Borrow, Increased Cost of Stock Borrow, or Illegality (as defined in the Agreement)).

(v) **Payments on Early Termination**. The parties hereto agree that for the Transaction, for the purposes of Section 6(e) of the Agreement, Second Method and Loss will apply. The Termination Currency shall be USD.

(w) **Governing Law.** This Confirmation and the Agreement, and any claims, causes of action or disputes arising hereunder or thereunder or relating hereto or thereto, shall be governed by the laws of the State of New York (without reference to choice of law doctrine that would lead to the application of the laws of any jurisdiction other than New York).

(x) **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THE TRANSACTION. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THE TRANSACTION, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS PROVIDED HEREIN.

(y) **Submission to Jurisdiction.** THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

(z) **Process Agent.** For purposes of Section 13(c) of the Agreement, Counterparty appoints QIAGEN North American Holdings, Inc. at 19300 Germantown Road, Germantown, MD 20874 as its Process Agent [and Dealer appoints [ ] as its Process Agent].

(aa) **Understanding and Acknowledgement.** Counterparty understands and acknowledges that notwithstanding any other relationship between Counterparty and Dealer (and Dealer's affiliates), in connection with this Transaction and any other over-the-counter derivative transaction between Counterparty and Dealer or Dealer's affiliates, Dealer or its affiliates, as the case may be, is acting as principal and is not a fiduciary or adviser to Counterparty in respect of any such transaction, including any entry into or exercise, amendment, unwind or termination thereof.

(bb) **2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.** [*negotiated clause*]

(cc) **Reserved.**

(dd) **Part 2(b) of the ISDA Schedule – Payee Representation:**

For the purpose of Section 3(f) of this Agreement, Counterparty makes the following representation to Dealer:

[*negotiated clause*].

For the purpose of Section 3(f) of this Agreement, Dealer makes the following representation to Counterparty:

[*negotiated clause*].

(ee) **Part 3(a) of the ISDA Schedule – Tax Forms:**

Party Required to Deliver Document

	Form/Document/Certificate	Date by which to be Delivered
Counterparty	A complete and duly executed United States Internal Revenue Service Form W-8BEN (or successor thereto.)	(i) Upon execution and delivery of this Agreement; (ii) promptly upon reasonable demand by Dealer; and (iii) promptly upon learning that any such Form previously provided by Counterparty has become obsolete or incorrect.
Dealer	A complete and duly executed United States Internal Revenue Service Form [ ] (or successor thereto.)	(i) Upon execution and delivery of this Agreement; (ii) promptly upon reasonable demand by Counterparty; and (iii) promptly upon learning that any such Form previously provided by Dealer has become obsolete or incorrect.

(ff) **Additional ISDA Schedule Terms**

(i) **Automatic Early Termination**. The "Automatic Early Termination" provision of Section 6(a) of the Agreement will not apply to Dealer and will not apply to Counterparty.

(ii) **Consent to Recording**. Each party (i) consents to the monitoring or recording, at any time and from time to time, by the other party of any and all communications between officers or employees of the parties, (ii) waives any further notice of such monitoring or recording, and (iii) agrees to notify (and, if required by law, obtain the consent of) its officers and employees with respect to such monitoring or recording. Any such recording may be submitted in evidence to any court or in any Proceeding for the purpose of establishing any matters pertinent to this Transaction.

(iii) **Severability**. In the event any one or more of the provisions contained in this Confirmation or the Agreement shall be held illegal, invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

(iv) In the event that (i) an Early Termination Date occurs or is designated with respect to the Transaction as a result of a Termination Event or an Event of Default (other than an Event of Default arising under Section 5(a)(ii) or 5(a)(iv) of the Agreement) and, as a result, Dealer owes to Counterparty an amount calculated under Section 6(e) of the Agreement, or (ii) Dealer owes to Counterparty, pursuant to Section 12.7 or Section 12.9 of the Equity Definitions, an amount calculated under Section 12.8 of the Equity Definitions, such amount shall be deemed to be zero.

(gg) **Foreign Merger.** If, at any reasonable time following the occurrence of any Foreign Merger, the Calculation Agent reasonably determines in its good faith judgment that (x) such Foreign Merger has had a material adverse effect on Dealer's rights and obligations under the Transaction or (y) Dealer would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions and excluding (I) any *de minimis* increased amount of tax, duty, expense or fee, as determined by the Calculation Agent, and (II) such increased amount that is incurred solely due to the deterioration of the creditworthiness of Dealer and/or any of its affiliates that are conducting hedging in connection with this Transaction), to (1) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset (s) it deems necessary to hedge the economic risk of entering into and performing its obligations with respect to the Transaction, or (2) realize, recover or remit the proceeds of any such transaction(s) or asset(s) (each of the events described in clause (x) and clause (y) above, a "**Foreign Merger Event**"), then, in either case, the Calculation Agent shall give prompt notice to Counterparty of such Foreign Merger Event, and Dealer, the issuer of the Affected Shares and the New Issuer shall work in good

faith to negotiate and enter into additional documentation or modify the terms of the existing documentation in a manner that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer and Counterparty to continue, or New Issuer to accede, as applicable, as a party to the Transaction in the context of the Foreign Merger Event. If the additional documentation or modification to the terms of the existing documentation has not been mutually agreed to within 5 Scheduled Trading Days of the Calculation Agent's notice, the Calculation Agent shall give notice to Counterparty of a commercially reasonable Price Adjustment that the Calculation Agent determines, in its good faith, commercially reasonable judgment, appropriate to account for the economic effect on the Transaction of such Foreign Merger Event (without duplication of any adjustments determined pursuant to any other provision of this Transaction) and provide Counterparty with supporting documentation for such Price Adjustment (unless the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, in which case the Calculation Agent shall so notify Counterparty). Unless the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, within two Scheduled Trading Days of receipt of such notice, Counterparty shall notify Dealer that it elects to (A) agree to amend the Transaction to take into account such Price Adjustment or (B) pay Dealer an amount determined by the Calculation Agent (and in respect of which the Calculation Agent has provided to Counterparty supporting documentation) that corresponds to such Price Adjustment (and, in each case, Counterparty shall be deemed to have repeated the representation set forth in Section 5(n) of this Confirmation as of the date of such election). If Counterparty fails to give such notice to Dealer of its election by the end of that second Scheduled Trading Day, or if the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, then such failure or such determination, as the case may be, shall constitute an Additional Termination Event applicable to the Transaction and, with respect to such Additional Termination Event, (1) Counterparty shall be deemed to be the sole Affected Party, (2) the Transaction shall be the sole Affected Transaction and (3) Dealer shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement.

6. **Account Details:**

(a) Account for payments to Counterparty:

For USD:
Bank: Deutsche Bank AG, Düsseldorf
SWIFT: DEUTDEDDXXX
Acct: Qiagen N.V.
Acct No. / IBAN.: 755167400

For EUR:
Bank: Deutsche Bank AG, Düsseldorf
SWIFT: DEUTDEDDXXX
Acct: Qiagen N.V.
Acct No. / IBAN.: DE90 3007 0010 0755 1674 00

(b) Account for payments to Dealer:

Bank: [ ]
ABA# [ ]
City: [ ]
Acct: [ ]
Entity Name: [ ]

Account for delivery of Shares to Dealer: [ ]

7. **Offices:**

The Office of Counterparty for the Transaction is: [ ].

The Office of Dealer for the Transaction is: [ ].

8. **Notices:**

For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

Qiagen N.V.
Spoorstraat 50, 5911-KJ
Venlo, The Netherlands
Attention: Global Treasury
Telephone No.: 31 77 355 6644
Facsimile No.: 31 77 355 6640

(b) Address for notices or communications to Dealer:

[ ]
Attention: [ ]
Facsimile No.: [ ]

Mandatory copy to:
Attention: [ ]
Email: [ ]
Facsimile No.: [ ]

This Confirmation may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THE SECURITIES REPRESENTED BY THE CONFIRMATION HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER UNITED STATES FEDERAL OR STATE SECURITIES LAWS; SUCH SECURITIES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF APPROPRIATE REGISTRATION UNDER SUCH SECURITIES LAWS OR EXCEPT IN A TRANSACTION EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF SUCH SECURITIES LAWS.

Counterparty hereby agrees to check this Confirmation and to confirm that the foregoing correctly sets forth the terms of the Transaction by signing in the space provided below and returning to Dealer a facsimile of the fully-executed Confirmation. Originals shall be provided for your execution upon your request.

Very truly yours,

[ ]

By: _____
Name:
Title:

Accepted and confirmed as of the Trade Date:

QIAGEN N.V.

By: _____
Name:
Title:

SCHEDULE A

For purposes of this Transaction, the following terms shall have the following values/meanings:

1. Strike Price:	USD32.0850.
2. USD Premium:	USD[ ].
3. Premium:	The USD Premium, as converted into EUR at the "ask" spot rate of exchange of EUR for USD as quoted on Bloomberg page "WMCO", at 4:00 p.m. New York time on the first day that is both a New York Banking Day and a London Banking Day after the Trade Date, or if such rate of exchange is not quoted thereon at such time, as converted into EUR by the Calculation Agent in a commercially reasonable manner. Promptly following the determination thereof, the Calculation Agent shall provide written notice to Counterparty specifying the Premium.
4. Premium Payment Date:	The closing date for the initial issuance of the Convertible Notes.
5. Final Disruption Date:	March 21, 2019.

SCHEDULE B

For each Component of the Transaction, the Number of Warrants and Expiration Date is set forth below.

Component Number	Number of Warrants	Expiration Date
1.	[ ]	12/27/2018
2.	[ ]	12/28/2018
3.	[ ]	12/31/2018
4.	[ ]	1/2/2019
5.	[ ]	1/3/2019
6.	[ ]	1/4/2019
7.	[ ]	1/7/2019
8.	[ ]	1/8/2019
9.	[ ]	1/9/2019
10.	[ ]	1/10/2019
11.	[ ]	1/11/2019
12.	[ ]	1/14/2019
13.	[ ]	1/15/2019
14.	[ ]	1/16/2019
15.	[ ]	1/17/2019
16.	[ ]	1/18/2019
17.	[ ]	1/22/2019
18.	[ ]	1/23/2019
19.	[ ]	1/24/2019
20.	[ ]	1/25/2019
21.	[ ]	1/28/2019
22.	[ ]	1/29/2019
23.	[ ]	1/30/2019
24.	[ ]	1/31/2019
25.	[ ]	2/1/2019
26.	[ ]	2/4/2019
27.	[ ]	2/5/2019
28.	[ ]	2/6/2019
29.	[ ]	2/7/2019
30.	[ ]	2/8/2019
31.	[ ]	2/11/2019
32.	[ ]	2/12/2019
33.	[ ]	2/13/2019
34.	[ ]	2/14/2019
35.	[ ]	2/15/2019
36.	[ ]	2/19/2019
37.	[ ]	2/20/2019
38.	[ ]	2/21/2019

39.	[ ]	2/22/2019
40.	[ ]	2/25/2019
41.	[ ]	2/26/2019
42.	[ ]	2/27/2019
43.	[ ]	2/28/2019
44.	[ ]	3/1/2019
45.	[ ]	3/4/2019
46.	[ ]	3/5/2019
47.	[ ]	3/6/2019
48.	[ ]	3/7/2019
49.	[ ]	3/8/2019
50.	[ ]	3/11/2019

TEMPLATE FOR CLOSING BIBLE

DATE:	March 12, 2014
TO:	Qiagen N.V. Spoorstraat 50, 5911-KJ Venlo, The Netherlands
ATTENTION:	Global Treasury
TELEPHONE:	31 77 355 6644
FACSIMILE:	31 77 355 6640
FROM:	[ ]
ATTENTION:	[ ]
TELEPHONE:	[ ]
FACSIMILE:	[ ]
SUBJECT:	Warrant Transaction
Reference Number(s):	[ ]

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between [ ] ("**Dealer**") and Qiagen N. V. ("**Counterparty**") on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**"), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. For purposes of the Equity Definitions, this Transaction shall be deemed to be a Share Option Transaction, and each reference herein to a Warrant shall be deemed to be a reference to a Call or an Option, as context requires.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

1. This Confirmation evidences a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall supplement, form a part of, and be subject to, an agreement in the form of the ISDA 1992 Master Agreement (Multicurrency – Cross Border) as if Dealer and Counterparty had executed an agreement (the "**Agreement**") in such form (without any Schedule but provided that (i) the "Cross-Default" provisions of Section 5(a)(vi) shall be applicable to Dealer and to Counterparty, (ii) the words ", or becoming capable at such time of being declared," shall be deleted from such Section 5(a)(vi), (iii) the "Threshold Amount" in relation to Counterparty shall be $50,000,000 and in relation to Dealer shall be an amount equal to three percent (3%) of the shareholders' equity of Dealer as of the Trade Date, and (iv) "Specified Indebtedness" shall not include any obligation in respect of deposits received in the ordinary course of a party's banking business, and with such other elections set forth in this Confirmation) on the Trade Date. In the event of any inconsistency among this Confirmation, the Equity Definitions or the Agreement, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) this Confirmation; (ii) the Equity Definitions; and (iii) the Agreement. The parties hereby agree that no Transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	March 12, 2014.
Components:	The Transaction will be divided into individual components (each, a "**Component**"), each with the terms set forth in this Confirmation, and, in particular, with the Number of Warrants and Expiration Date set forth in this Confirmation. The payments and deliveries to be made upon settlement of the Transaction will be determined separately for each Component as if each Component were a separate Transaction under the Agreement.
Warrant Style:	European.
Warrant Type:	Call.
Seller:	Counterparty.
Buyer:	Dealer.
Shares:	The ordinary shares, par value EUR 0.01 per share, of Counterparty (NASDAQ ticker symbol "QGEN").
Number of Warrants:	For each Component of the Transaction, as provided in Schedule B to this Confirmation.
Warrant Entitlement:	One Share per Warrant.
Strike Price:	As provided in Schedule A to this Confirmation.
Premium:	As provided in Schedule A to this Confirmation.
Premium Payment Date:	As provided in Schedule A to this Confirmation.
Exchange:	The NASDAQ Global Select Market.
Related Exchange(s):	All Exchanges.

Calculation Agent:	Dealer; *provided* that all determinations made by Calculation Agent shall be made in good faith and in a commercially reasonable manner; *provided further* that (i) upon receipt of written request from Counterparty, the Calculation Agent shall promptly provide Counterparty with a written explanation describing in reasonable detail any calculation, adjustment, or determination made by it (including any quotation, market data or information from internal or external sources used in making such calculation, adjustment or determination, as the case may be, but without disclosing the Calculation Agent's proprietary models or other information that may be proprietary or confidential) and shall use commercially reasonable efforts to provide such written explanation within five (5) Exchange Business Days from receipt of such request, (ii) if an Event of Default described in Section 5(a)(vii) of the Agreement has occurred and is continuing with respect to Dealer, the Calculation Agent shall be a leading recognized dealer in equity derivatives designated in good faith by Counterparty for so long as such Event of Default is continuing and (iii) if Counterparty promptly disputes in writing any calculation, adjustment or determination and provides reasonable detail as to the basis for such dispute, the Calculation Agent shall discuss the dispute with Counterparty and shall consider in good faith any alternative calculations, adjustments or determinations proposed by Counterparty, it being understood that the Calculation Agent's calculation, adjustment or determination, modified to the extent the Calculation Agent determines appropriate after such consideration, shall apply to the Transaction.

Procedures for Exercise:

In respect of any Component

Expiration Time:	The Valuation Time.

Expiration Date(s):	As provided in Schedule B to this Confirmation (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another Component); *provided* that if that date is a Disrupted Day, the Expiration Date for such Component shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of the Transaction hereunder; and *provided further* that if the Expiration Date has not occurred pursuant to the preceding proviso as of the Final Disruption Date, the Calculation Agent shall have the right to elect, in its sole discretion, that the Final Disruption Date shall be the Expiration Date (irrespective of whether such date is a Disrupted Day or an Expiration Date in respect of any other Component for the Transaction) and the Settlement Price for the Final Disruption Date shall be determined by the Calculation Agent in a commercially reasonable manner. Notwithstanding the foregoing and anything to the contrary in the Equity Definitions, if a Market Disruption Event occurs on any Expiration Date, (i) the Calculation Agent may determine that such Expiration Date is a Disrupted Day only in part, in which case the Calculation Agent shall make adjustments to the Number of Warrants for the relevant Component for which such day shall be the Expiration Date and shall designate the Scheduled Trading Day determined in the manner described in the immediately preceding sentence as the Expiration Date for the remaining Warrants for such Component and (ii) the Settlement Price for such Disrupted Day may be adjusted by the Calculation Agent as appropriate on the basis of the nature and duration of the relevant Market Disruption Event. Any day on which the Exchange is scheduled as of the Trade Date to close prior to its normal closing time shall be considered a Disrupted Day in whole. Section 6.6 of the Equity Definitions shall not apply to any Valuation Date occurring on an Expiration Date.
Final Disruption Date:	As provided in Schedule A to this Confirmation.
Automatic Exercise:	Applicable for each Component and its related Expiration Date; *provided* that Section 3.4(a) of the Equity Definitions shall apply as if Cash Settlement applied, it being understood that Net Share Settlement shall apply to this Transaction.
Market Disruption Event:	Section 6.3(a) of the Equity Definitions shall be amended (i) by deleting the words "at any time during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" and replacing them with the words "at any time during the regular trading session on the Exchange, without regard to after hours or any other trading outside of the regular trading session hours"; (ii) by amending and restating clause (a)(iii) thereof in its entirety to read as follows: "(iii) an Early Closure that the Calculation Agent determines is material"; and (iii) by adding the words "or (iv) a Regulatory Disruption" after clause (a)(iii) as restated above. Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
Regulatory Disruption:	A "Regulatory Disruption" shall occur if Calculation Agent determines in its reasonable discretion that it is appropriate in light of legal, regulatory or self-regulatory requirements or related policies or procedures for Dealer to refrain from all or any part of the market activity in which it would otherwise engage in connection with this Transaction.

Disrupted Day:	The definition of "Disrupted Day" in Section 6.4 of the Equity Definitions shall be amended by adding the following sentence after the first sentence: "A Scheduled Trading Day on which a Related Exchange fails to open during its regular trading session will not be a Disrupted Day if the Calculation Agent determines that such failure will not have a material impact on Dealer's ability to engage in or unwind any hedging transactions related to the Transaction.".
Valuation:	
In respect of any Component	
Valuation Date:	The Expiration Date.
Settlement Terms:	
In respect of any Component	
Settlement Method:	Net Share Settlement.
Net Share Settlement:	On each Settlement Date, Counterparty shall deliver to Dealer a number of Shares equal to the Net Share Amount for such Settlement Date to the account specified by Dealer, and cash in lieu of any fractional Shares valued at the Settlement Price for the Valuation Date corresponding to such Settlement Date. If, in the good faith reasonable judgment of Dealer, the Shares deliverable hereunder for any reason would not be immediately freely transferable by Dealer under Rule 144 (or any successor provision, collectively, "**Rule 144**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), then Dealer may elect to either (x) accept delivery of such Shares notwithstanding the fact that such Shares are not freely transferable by Dealer under Rule 144 or (y) require that such delivery take place pursuant to paragraph 5(j) below.
Net Share Amount:	The Option Cash Settlement Amount *divided by* the Settlement Price, each determined as if Cash Settlement applied.
Settlement Price:	On any Valuation Date, the per Share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "QGEN US <equity> AQR" (or any successor thereto) in respect of the period from the scheduled opening time of the primary trading session on the Exchange until the Scheduled Closing Time of the primary trading session on the Exchange on such Valuation Date (or if such volume-weighted average price is unavailable, the market value of one Share on such Valuation Date, as determined by the Calculation Agent using a volume-weighted average price method), determined without regard to after-hours trading or any other trading outside the regular trading session.
Settlement Date(s):	As determined in reference to Section 9.4 of the Equity Definitions, subject to paragraph 5(j)(i) hereof.
Other Provisions Applicable to Net Share Settlement:	The provisions of Sections 9.1(c), 9.4 (except that "Settlement Date" shall be as defined above, unless a Settlement Disruption Event prevents delivery of such Shares on that date), 9.8, 9.9, 9.11 (as modified herein), 9.12 and 10.5 of the Equity Definitions will be applicable as if "Physical Settlement" applied to the Transaction.

Representation and Agreement:	Notwithstanding Section 9.11 of the Equity Definitions, the parties acknowledge that any Shares delivered to Dealer may be, upon delivery, subject to restrictions and limitations arising from Counterparty's status as issuer of the Shares under applicable securities laws.
Dividends:	
Dividend Adjustments:	If at any time during the period from but excluding the Trade Date, to and including the final Expiration Date an ex-dividend date for a cash dividend occurs with respect to the Shares, then the Calculation Agent will adjust the Strike Price, the Number of Warrants, the Warrant Entitlement and other variables as it deems appropriate in good faith and in a commercially reasonable manner.
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment; *provided* that the Equity Definitions shall be amended by replacing the words "diluting or concentrative" in Sections 11.2(a), 11.2(c) (in two instances) and 11.2(e)(vii) with the word "material" and by adding the words "or the Transaction" after the words "theoretical value of the relevant Shares" in Section 11.2(a), 11.2(c) and 11.2(e)(vii); *provided*, *further* that adjustments may be made to account for changes in volatility, expected dividends, stock loan rate and liquidity relative to the relevant Shares.
Extraordinary Events:	
New Shares:	Section 12.1(i) of the Equity Definitions is hereby amended by deleting the text in clause (i) in its entirety and replacing it with the phrase "publicly quoted, traded or listed on any of the New York Stock Exchange, The NASDAQ Global Select Market, The NASDAQ Global Market, the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market) or Euronext (in Paris or Amsterdam) (or their respective successors)".
Share-for-Share:	The definition of "Share-for-Share" set forth in Section 12.1(f) of the Equity Definitions is hereby amended by the deletion of the parenthetical in clause (i) thereof.
Consequence of Merger Events:	
Merger Event:	Applicable; *provided* that if an event occurs that constitutes both a Merger Event under Section 12.1(b) of the Equity Definitions and an Additional Termination Event under paragraph 5(f) of this Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.2 of the Equity Definitions or paragraph 5(f) will apply; *provided further* that Section 12.1(b) of the Equity Definitions is hereby amended by deleting the remainder of Section 12.1(b) following the definition of "Reverse Merger" in subsection (iv) thereof.
Share-for-Share:	Modified Calculation Agent Adjustment.
Share-for-Other:	Cancellation and Payment (Calculation Agent Determination).
Share-for-Combined:	Cancellation and Payment (Calculation Agent Determination); *provided* that Dealer may elect Component Adjustment.
Consequence of Tender Offers:	

Tender Offer:	Applicable; *provided* that (i) the definition of "Tender Offer" in Section 12.1 of the Equity Definitions shall be amended by replacing the words "voting shares" in the fourth line thereof with the word "Shares"; (ii) the definition of "Tender Offer Date" in Section 12.1 of the Equity Definitions shall be amended by replacing the words "voting shares" in the first line thereof with the word "Shares"; and (iii) if an event occurs that constitutes both a Tender Offer under Section 12.1(d) of the Equity Definitions and an Additional Termination Event under paragraph 5(f) of this Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.3 of the Equity Definitions or paragraph 5(f) will apply. For the avoidance of doubt, the repurchase by Counterparty of its outstanding 3.25% Convertible Notes due 2026 shall not constitute a Tender Offer.
Share-for-Share:	Modified Calculation Agent Adjustment.
Share-for-Other:	Modified Calculation Agent Adjustment.
Share-for-Combined:	Modified Calculation Agent Adjustment.

Modified Calculation Agent Adjustment:	For greater certainty, the definition of "Modified Calculation Agent Adjustment" in Sections 12.2 and 12.3 of the Equity Definitions shall be amended by adding the following italicized language after the parenthetical provision: "(including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Transaction) *during the period from the Exchange Business Day immediately preceding the Announcement Date or the Determination Date, as applicable, to the first Exchange Business Day immediately following the Merger Date (Section 12.2) or Tender Offer Date (Section 12.3)*". If, in respect of any Merger Event to which Modified Calculation Agent Adjustment applies, the adjustments to be made in accordance with Section 12.2(e)(i) of the Equity Definitions would result in Counterparty being different from the issuer of the Shares or Counterparty or such issuer being organized in a jurisdiction other than the Netherlands (a "**Foreign Merger**"), then with respect to such Merger Event, as a condition precedent to the adjustments contemplated in Section 12.2(e)(i) of the Equity Definitions, Dealer, the issuer of the Affected Shares and the entity that will be the issuer of the New Shares (the "**New Issuer**") shall work in good faith to negotiate and enter into such documentation containing representations, warranties and agreements relating to securities law and other issues as requested by Dealer that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer and Counterparty to continue, or the New Issuer to accede, as applicable, as a party to the Transaction, as adjusted under Section 12.2(e)(i) of the Equity Definitions (which adjustments shall be made without duplication of any adjustments determined pursuant to any other provision of this Transaction), and to preserve Dealer's hedging or hedge unwind activities in connection with the Transaction in a manner compliant with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer, and if such documentation has not been mutually agreed to on or prior to the Merger Date or if the Calculation Agent determines that no adjustment that it could make under Section 12.2(e)(i) of the Equity Definitions will produce a commercially reasonable result, then, at Dealer's election, the consequences set forth in Section 12.2(e)(ii) of the Equity Definitions shall apply or the Transaction shall continue without such documentation or adjustment.
Announcement Date:	The definition of "Announcement Date" in Section 12.1 of the Equity Definitions shall be amended by (i) replacing the word "leads to the" in the third and the fifth lines thereof with the words ", if completed, would lead to a"; (ii) replacing the words "voting shares" in the fifth line thereof with the word "Shares"; (iii) inserting the words "by any entity" after the word "announcement" in the second and the fourth lines thereof; (iv) replacing the words "a firm" with the word "any" in the second and fourth lines thereof; (v) inserting the words "or to explore the possibility of engaging in" after the words "engage in" in the second line thereto; and (vi) inserting the words "or to explore the possibility of purchasing or otherwise obtaining" after the word "obtain" in the fourth line thereto.

Announcement Event:	If an Announcement Event has occurred, the Calculation Agent shall have the right to determine the economic effect of the Announcement Event on the theoretical value of the Transaction (including without limitation any change in volatility, stock loan rate or liquidity relevant to the Shares or to the Transaction) (i) at a time that it deems appropriate, from the Announcement Date to the date of such determination (the "**Determination Date**"), and (ii) on the Valuation Date or on a date on which a payment amount is determined pursuant to Section 6 of the Agreement or Sections 12.7 or 12.8 of the Equity Definitions, from the Exchange Business Day immediately preceding the Announcement Date or the Determination Date, as applicable, to the Valuation Date or the date on which a payment amount is determined pursuant to Section 6 of the Agreement or Sections 12.7 or 12.8 of the Equity Definitions. If any such economic effect is material, the Calculation Agent may either (i) adjust the terms of the Transaction to reflect such economic effect or (ii) terminate the Transaction, in which case the Determining Party will determine the Cancellation Amount payable by one party to the other; *provided* that the reference in Section 12.8(a) of the Equity Definitions to "Extraordinary Event" shall be replaced for this purpose with a reference to "Announcement Event." "**Announcement Event**" shall mean the occurrence of the Announcement Date of a Merger Event or Tender Offer or of a potential Merger Event or potential Tender Offer, or any publicly announced change or amendment to any such announced transaction or event (including any announcement relating to the abandonment thereof)
Composition of Combined Consideration:	Not Applicable; *provided* that, notwithstanding Sections 12.5(b) and 12.1(f) of the Equity Definitions, to the extent that the composition of the consideration for the relevant Shares pursuant to a Tender Offer or Merger Event could be elected by an actual holder of the Shares, the Calculation Agent will, in its sole discretion, determine such composition.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); *provided* that Section 12.6(a)(iii) of the Equity Definitions is hereby amended and restated in its entirety as follows: "'Delisting' means that the Shares, as adjusted pursuant to the terms of the Transaction, cease (or the Exchange announces that, pursuant to the rules of such Exchange, such Shares will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not (or will not be) immediately re-listed, re-traded or re-quoted (and fail (or will fail) to continue to be listed, traded or quoted) on any of the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market), Euronext (in Paris or Amsterdam), the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted (or continue to be listed, traded or quoted) on any such exchange or quotation system (or, if more than one, the exchange or quotation system selected by the Calculation Agent), such exchange or quotation system shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments to the terms of the Transaction (including, for the avoidance of doubt, modifying the definition of Shares and Settlement Price), as if Modified Calculation Agent Adjustment were applicable to such event."

Additional Disruption Events:

Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or announcement or statement of, the formal or informal interpretation", (ii) by replacing the word "Shares" where it appears in clause (X) thereof with the words "Hedge Positions", (iii) by immediately following the word "Transaction" in clause (X) thereof, adding the phrase "in the manner contemplated by the Hedging Party on the Trade Date" and (iv) adding the following proviso to the end of clause (Y) thereof: "provided that (1) such party has used commercially reasonable efforts to avoid such increased cost on terms reasonably acceptable to such party, as long as (i) such party would not incur a materially increased cost (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position), as reasonably determined by such party, in doing so, (ii) such party would not violate any applicable law, rule, regulation or policy of such party, as reasonably determined by such party, in doing so, (iii) such party would not suffer a material penalty, injunction, non-financial burden, reputational harm or other material adverse consequence in doing so, (iv) such party would not incur any material operational or administrative burden in doing so and (v) such party would not, in doing so, be required to take any action that is contrary to the intent of the law or regulation that is subject to the Change in Law and (2) Dealer may exercise its termination right with respect to an event described in this clause (Y) only if Dealer determines, based upon advice of counsel the costs of which are borne by the Dealer, that it is generally exercising its rights to terminate or adjust as a result of such event with respect to any similarly situated customers in the context of the event constituting such Change in Law". In addition, Section 12.9(b)(i) of the Equity Definitions is hereby amended by (1) replacing "either party may elect" with "Dealer may elect" and (2) replacing "notice to the other party" with "notice to Counterparty" in the first sentence of such section.
Failure to Deliver:	Not Applicable.
Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; *provided* that: (I) Section 12.9(a)(v) of the Equity Definitions is hereby modified by (i) inserting the following words at the end of clause (A) thereof: "in the manner contemplated by the Hedging Party on the Trade Date", and (ii) inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. For the further avoidance of doubt, any such transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms. Any inability of the Hedging Party referred to in phrases (A) and (B) above that is solely attributable to the deterioration of the creditworthiness of the Hedging Party shall not be deemed a Hedging Disruption.", and (II) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".
Increased Cost of Hedging:	Applicable.

Loss of Stock Borrow:	Applicable; *provided* that (a) Sections 12.9(a)(vii) and 12.9(b)(iv) of the Equity Definitions are amended by deleting the words "at a rate equal to or less than the Maximum Stock Loan Rate" and replacing it with the words "at a Borrow Cost equal to or less than the Maximum Stock Loan Rate" and (b) Section 12.9(b)(iv) of the Equity Definitions is hereby amended by (I) deleting (1) subsection (A) in its entirety, (2) the phrase "or (B)" following subsection (A) and (3) the phrase "in each case" in subsection (B); and (II) replacing the phrase "neither the Non-Hedging Party nor the Lending Party lends Shares" with the phrase "such Lending Party does not lend Shares" in the penultimate sentence.
Borrow Cost:	The cost to borrow the relevant Shares, as determined by the Calculation Agent on the relevant date of determination. Such costs shall include, without duplication, (a) the spread below FED-FUNDS earned on collateral posted in connection with such borrowed Shares, net of any costs or fees, and (b) any stock loan borrow fee payable for such Shares, expressed as a fixed rate per annum.
Maximum Stock Loan Rate:	200 basis points
Increased Cost of Stock Borrow:	Applicable; *provided* that (a) Section 12.9(a)(viii) of the Equity Definitions shall be amended by deleting "rate to borrow Shares" and replacing it with "Borrow Cost" and (b) Section 12.9(b)(v) of the Equity Definitions shall be amended by (i) adding the word "or" immediately before the phrase "(B)", (ii) deleting subsection (C) in its entirety, (iii) replacing "either party" in the penultimate sentence with "the Hedging Party", (iv) replacing the word "rate" in clause (Y) of the final sentence therein with the words "Borrow Cost", and (v) deleting clause (X) of the final sentence.
Initial Stock Loan Rate:	25 basis points, as adjusted by the Calculation Agent to reflect any subsequent Price Adjustment due to an Increased Cost of Stock Borrow.
FED FUNDS:	For any day, the rate set forth for such day opposite the caption "Federal funds", as such rate is displayed on the page "FedsOpen <Index> <GO>" on the BLOOMBERG Professional Service, or any successor page; *provided* that if no rate appears for any day on such page, the rate for the immediately preceding day for which a rate does so appear shall be used for such day.
Hedging Party:	Dealer or an affiliate of Dealer that is involved in the hedging of this Transaction for all applicable Additional Disruption Events.
Hedge Positions:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an affiliate thereof" after the words "a party" in the third line.
Determining Party:	Dealer for all applicable Extraordinary Events and any Announcement Event.

Acknowledgments:

Non-Reliance:	Applicable.
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable.
Additional Acknowledgments:	Applicable.

3. **Mutual Representations, Warranties and Agreements.**

In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, each of Dealer and Counterparty represents and warrants to, and agrees with, the other party that:

(a) **Commodity Exchange Act.** It is an "eligible contract participant" within the meaning of Section 1a(18) of the U.S. Commodity Exchange Act, as amended (the "**CEA**"). The Transaction has been subject to individual negotiation by the parties. The Transaction has not been executed or traded on a "trading facility" as defined in the CEA.

(b) **Securities Act.** It is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, or an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act.

(c) **ERISA.** The assets used in the Transaction (1) are not assets of any "plan" (as such term is defined in Section 4975 of the U.S. Internal Revenue Code (the "**Code**")) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) subject to Title I of ERISA, and (2) do not constitute "plan assets" within the meaning of Department of Labor Regulation 2510.3-101, 29 CFR Section 2510-3-101.

(d) **Notice of Event of Default**. It shall promptly provide written notice to the other party upon obtaining knowledge of the occurrence of any event that would constitute an Event of Default; *provided, however*, that should it be in possession of material non-public information regarding itself, it shall not communicate such information to the other party.

(e) **No Registration**. It understands, agrees and acknowledges that the other party has no obligation or intention to register the Transaction under the Securities Act, any state securities law or other applicable federal or non-U.S. securities law.

(f) **Non-reliance**. (A) It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (B) It is not relying on any communication (written or oral) of the other party or any of its affiliates as investment advice or as a recommendation to enter into the Transaction (it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction), and (C) no communication (written or oral) received from the other party or any of its affiliates shall be deemed to be an assurance or guarantee as to the expected results of the Transaction.

4. **Representations, Warranties and Agreements of Counterparty.**

In addition to the representations and warranties in the Agreement and those contained elsewhere herein, Counterparty further represents, warrants and agrees that:

(a) The representations and warranties of Counterparty set forth in Section 1 of the Purchase Agreement dated as of the Trade Date between Counterparty, Barclays Bank PLC, Deutsche Bank AG, London Branch, Goldman Sachs International and J.P. Morgan Securities PLC (the "**Joint Bookrunners**") (the "**Purchase Agreement**") relating to the issuance of USD 430,000,000 principal amount of 0.375% Senior Unsecured Convertible Notes due 2019 and USD 300,000,000 principal amount of 0.875% Senior Unsecured Convertible Notes due 2021 (the "**Convertible Notes**"), are true and correct and are hereby deemed to be repeated to Dealer as if set forth herein;

(b) Without prejudice to the right of Counterparty to deliver (existing) treasury Shares rather than issue new Shares, the Maximum Amount of Shares of Counterparty issuable in connection with this Warrant Transaction (the "**Warrant Shares**") are available for issuance by all required corporate action of Counterparty. The Warrant Shares have been duly authorized, including by the Counterparty's general

meeting of shareholders. When delivered as contemplated by the terms of the Warrants in accordance with the terms and conditions hereof, the Warrant Shares will be validly issued, fully-paid and non-assessable; and the issuance of the Warrant Shares will not be subject to any pre-emptive or similar rights;

(c) Counterparty has full right, power and authority to enter into this Confirmation, to grant the Warrant issue and deliver any Warrant Shares and there are no legal restrictions affecting the issue and delivery thereof.

(d) No rights to subscribe for any ordinary shares in the capital of the Counterparty nor any rights to convert securities into ordinary shares in the capital of the Counterparty are outstanding, to the extent that as a result of the exercise of such rights the Company's authorised share capital (*maatschappelijk kapitaal*) as included in its articles of association, would not provide sufficient headroom for the grant of the Warrant or the issuance of any Warrant Shares upon the exercise thereof. Furthermore, Counterparty shall ensure that, from time to time, its authorised share capital (*maatschappelijk kapitaal*) as included in its articles of association, shall provide sufficient headroom for the issuance of any Warrant Shares upon the exercise of the Warrant;

(e) Neither the grant of the Warrant nor the issuance of any Warrant Shares by Counterparty to Dealer upon the exercise of the Warrant in accordance with the terms and conditions hereof, shall require Counterparty to issue a prospectus within the meaning of EU Directive 2003/71/EC or under or pursuant to any other applicable laws;

(f) Counterparty complies, and will comply, with any applicable filing and notice requirements in connection with the transactions contemplated hereby.

(g) Counterparty shall promptly provide written notice to Dealer upon obtaining knowledge of the occurrence of any event that would constitute a Potential Adjustment Event, a Merger Event or any other Extraordinary Event; *provided, however*, that should Counterparty be in possession of material non-public information regarding Counterparty, Counterparty shall not communicate such information to Dealer;

(h) [*negotiated clause*];

(i) Counterparty is entering into the Transaction, solely for the purposes stated in the board resolution authorizing the Transaction (a copy of which, and such other certificates as Dealer may reasonably request, Counterparty shall deliver to Dealer on or before the Trade Date) and in its public disclosure, and there is no internal policy, whether written or oral, of Counterparty that would prohibit Counterparty from entering into any aspect of the Transaction, including, but not limited to, the issuance of Shares to be made pursuant hereto;

(j) Counterparty has not violated and will not violate any applicable law (including, without limitation, the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the regulations promulgated thereunder) in connection with the Transaction;

(k) As of the Trade Date and as of the date on which Counterparty delivers any Termination Delivery Units, Counterparty (i) has not filed a request for bankruptcy or been declared bankrupt by a judgment of a competent court in the Netherlands within the meaning of Section 1 of the Netherlands Bankruptcy Act ("Faillisementswet") or filed a request for a moratorium of payments within the meaning of Section 213 of the Netherlands Bankruptcy Act and (ii) is not and shall not be after giving effect to the Transactions, "insolvent" (as such term is defined in Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "**Bankruptcy Code**"));

(l) Each of Counterparty's filings under the Securities Act, the Exchange Act, or other applicable securities laws that are required to be filed have been filed and that, as of the respective dates thereof and as of the Trade Date, such filings when considered as a whole (with the more recent such filings deemed to amend inconsistent statements contained in any earlier such filings) do not contain any misstatement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(m) On the Trade Date, none of Counterparty and its officers and directors is aware or in possession of any material non-public information or inside information (*voorwetenschap*), as defined in article 5:53 of the Dutch Financial Markets Supervision Act (Wet op het financieel toezicht) (the "**FMSA**"), regarding Counterparty, the Shares or trading in the Shares. "Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of Counterparty;

(n) Counterparty is not, and after giving effect to the Transactions will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(o) Counterparty understands, agrees and acknowledges that no obligations of Dealer to it hereunder shall be entitled to the benefit of deposit insurance and that such obligations shall not be guaranteed by any affiliate of Dealer or any governmental agency;

(p) Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging – Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(q) Counterparty is not entering into the Transaction for the purpose of (i) creating actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or (ii) raising or depressing or otherwise manipulating the price of, or facilitating a distribution of, the Shares (or any security convertible into or exchangeable for the Shares);

(r) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Trade Date and reasonably acceptable to Dealer in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement and paragraph 4(b) of this Confirmation; *provided* that such opinion of counsel may contain customary exceptions, assumptions and qualifications;

(s) No federal, state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to Counterparty or the Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates owning or holding (however defined) Shares;

(t) Counterparty has not entered into any obligation or undertaking that would contractually limit it from effecting Net Share Settlement under this Transaction and it agrees not to enter into any such obligation or undertaking during the term of this Transaction;

(u) Counterparty shall not take any action to decrease the number of Available Shares below the Maximum Amount (each as defined below);

(v) (x)(A) On the Trade Date, the Shares or securities that are convertible into, or exchangeable or exercisable for Shares, are not, and shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("**Regulation M**") other than the distribution of the

convertible notes subject to the Purchase Agreement and (B) Counterparty shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M until the second Exchange Business Day immediately following the Initial Period (as defined below), and (y)(A) during the period starting on the first Expiration Date and ending on the last Expiration Date (the "**Settlement Period**"), the Shares or securities that are convertible into, or exchangeable or exercisable for Shares, are not, and shall not be, subject to a "restricted period," as defined in Regulation M and (B) Counterparty shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following the Settlement Period;

(w) During (A) the period starting on the Trade Date and ending on the Last Initial Hedge Date (the "**Initial Period**") and (B) the Settlement Period, and on any other Exercise Date, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 under the Exchange Act ("**Rule 10b-18**")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares, except through Dealer;

(x) Counterparty agrees that it (A) will not during the Initial Period or the Settlement Period make, or permit to be made, any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction unless such public announcement is made prior to the opening or after the close of the regular trading session on the Exchange for the Shares (a "**Public Announcement**"); (B) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify Dealer following any such announcement that such announcement has been made; and (C) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Dealer with written notice specifying (i) Counterparty's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date that were not effected through Dealer or its affiliates and (ii) the number of Shares purchased pursuant to the proviso in Rule 10b-18 (b)(4) under the Exchange Act for the three full calendar months preceding the announcement date. Such written notice shall be deemed to be a certification by Counterparty to Dealer that such information is true and correct. In addition, Counterparty shall promptly notify Dealer of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders. Counterparty acknowledges that a Public Announcement could result in the occurrence of a Regulatory Disruption, and the parties agree that any such occurrence shall be treated as a Potential Adjustment Event hereunder. "**Merger Transaction**" means any merger, acquisition or similar transaction involving a recapitalization as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act;

(y) Counterparty has discussed the Transaction contemplated hereunder with its outside tax advisors and has received appropriate comfort from such tax advisors that the tax treatment Counterparty will apply to the Transaction is proper under applicable law; and

5. **Other Provisions:**

(a) **Designation by Dealer.** Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Dealer to purchase, sell, receive or deliver any Shares or other securities to or from Counterparty, Dealer may designate any of its affiliates to purchase, sell, receive or deliver such Shares or other securities and otherwise to perform Dealer's obligations in respect of the Transaction and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty solely to the extent of and upon any such performance; provided that Dealer's

obligation shall be reinstated (and Dealer shall have the right to designate another of its affiliates to perform such obligation), as though such performance had not been rendered by such affiliate, in the event and to the extent Counterparty is required to repay or reimburse the amount or value of any payment or other performance by such affiliate on the grounds of the insolvency or other legal, regulatory or contractual constraint on affiliate's payment or performance of such obligation.

(b) **Repurchase and Par Value Notices.**

(i) On any day on which both (A) Counterparty effects any repurchase of Shares and (B) Counterparty does not qualify as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, Counterparty shall promptly give Dealer a written notice of such repurchase (a "**Repurchase Notice**") on such day if following such repurchase, the Warrant Equity Percentage as determined on such day is (1) equal to or greater than 5.0% or (2) greater by 0.5% than the Warrant Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater than the Warrant Equity Percentage as of the Trade Date). The "**Warrant Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the product of the Number of Warrants in aggregate and the Warrant Entitlement under this Transaction or any other warrant transaction between the parties and (B) the denominator of which is the number of Shares outstanding on such day. Counterparty agrees to indemnify and hold harmless Dealer and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 "insider", including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within 30 days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person in respect of the foregoing, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph are not

exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction.

(ii) Counterparty shall notify Dealer in writing in reasonable detail no less than 30 days prior to the record date or other date of effectiveness of any event (a "**Par Value Event**") that could result in the amount of the Premium being less than the aggregate par value of the Maximum Amount of Shares following such event, which notice shall also contain the anticipated record or other effective date of such event (a "**Par Value Notice**"); *provided*, *however*, that should Counterparty be in possession of material non-public information regarding Counterparty, Counterparty shall not communicate such information to Dealer.

(c) **Transfer or Assignment.** Counterparty may not transfer or assign any of its rights or obligations under the Transaction or the Agreement without the prior written consent of Dealer. Notwithstanding any provision of the Agreement to the contrary, Dealer may, subject to applicable law, freely transfer and assign all of its rights and obligations under the Transaction and the Agreement without the consent of Counterparty to any affiliate of Dealer, or to any third party with a rating (or whose guarantor has a rating) for its long term, unsecured and unsubordinated indebtedness of A- or better by Standard & Poor's Ratings Services or its successor ("**S&P**"), or A3 or better by Moody's Investors Service, Inc. or its successor ("**Moody's**") or, if either S&P or Moody's ceases to rate such debt, at least an equivalent rating or better by a substitute rating agency mutually agreed by Counterparty and Dealer; *provided* that Dealer shall not transfer or assign any of its rights and obligations under the Transaction and the Agreement to any third party that, to the Dealer's knowledge, purchased any Convertible Notes from any of the Joint Bookrunners.

If at any time at which (1) the Equity Percentage exceeds (A) for so long as Counterparty qualifies as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, 14.5% or (B) at any time Counterparty does not qualify as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, 8.0% or (2) Dealer, Dealer Group (as defined below) or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "**Dealer Person**") under any relevant corporate law or state or federal or non-U.S. bank holding company or banking laws, or other federal, state, local or non-U.S. laws, regulations, regulatory orders or organizational documents or contracts of Counterparty that are applicable to ownership of Shares, other than Chapter 5.3 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) ("**Applicable Laws**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state, federal, local or non-U.S. regulator) of a Dealer Person, or could result in an adverse effect on a Dealer Person, as determined by Dealer in its reasonable discretion, under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1.0% of the number of Shares outstanding on the date of determination (either such condition described in clause (1) or (2), an "**Excess Ownership Position**") and Dealer is unable, after commercially reasonable efforts, to effect a transfer or assignment on pricing terms and within a time period reasonably acceptable to it of all or a portion of the Transaction such that an Excess Ownership Position no longer exists, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "**Terminated Portion**") of the Transaction, such that an Excess Ownership Position no longer exists. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (x) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Shares equal to the Terminated Portion, (y) Counterparty shall be the sole Affected Party with respect to such partial termination and (z) such Transaction shall be the only Terminated Transaction (and, for the avoidance of doubt, the provisions

of paragraph 5(i) shall apply to any amount that is payable by Dealer to Counterparty pursuant to this sentence). The "**Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that Dealer and any of its affiliates subject to aggregation with Dealer, for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer ("**Dealer Group**"), beneficially own (within the meaning of Section 13 of the Exchange Act) on such day and (B) the denominator of which is the number of Shares outstanding on such day.

(d) **[Regulation of Dealer**. [*negotiated clause*].]

(e) **[Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act**. [*negotiated clause*].]

(f) **Additional Termination Events.** The occurrence of any of the following shall constitute an Additional Termination Event with respect to which (1) Counterparty shall be the sole Affected Party and (2) the Transaction shall be the sole Affected Transaction; *provided* that with respect to any of the following Additional Termination Events described in clauses (i) or (ii) below, Dealer may choose to treat one or more parts of the Transaction as the sole Affected Transaction and either to terminate each such part on different days or to calculate the amount owing in connection with such Additional Termination Event by reference to a Share price determined over a period not to exceed 50 Exchange Business Days, and, upon termination of an Affected Transaction, a Transaction with a Number of Warrants equal to the unaffected number of Warrants shall be treated for all purposes as the Transaction, which shall remain in full force and effect and, for the avoidance of doubt, shall be subject to all relevant provisions and adjustments as if an Additional Termination Event had not occurred; *and, provided further,* that, without limiting the foregoing, notwithstanding the provisions of Section 6(b)(iv) of the Agreement, Counterparty shall also have the right to designate an Early Termination Date with respect to the Additional Termination Event described in clause (ii) below if Counterparty (x) provides a certificate that includes a representation that Counterparty is not, as of the date of such certificate, aware of any material non-public information concerning itself or the Shares (where "material" shall have the meaning set forth in paragraph 5(n) below) and (y) satisfies such other conditions, including making additional representations and warranties, relating to securities law and other issues as requested by the Calculation Agent:

(i) if at any time Dealer is unable, or reasonably determines that it is inadvisable, to hedge its obligations pursuant to this Transaction in the public market without registration under the Securities Act or as a result of any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Dealer);

(ii) if at any time an Early Termination Date is designated with respect to the transaction relating to the Convertible Notes described in the confirmation between the parties hereto regarding the Bond Hedge Transaction dated March 12, 2014 (Reference Number(s): [____]) (the "**Bond Hedge Transaction**") or the Bond Hedge Transaction is otherwise cancelled or terminated prior to its expiration for any reason; or

(iii) if at any time Dealer receives a Par Value Notice, unless the Calculation Agent shall have determined that the applicable Par Value Event would not result in the amount of the Premium being less than the aggregate par value of the Maximum Amount of Shares following such event (a "**Par Value ATE**"); *provided* that, notwithstanding anything to the contrary in the Agreement, Dealer shall designate an Early Termination Date in respect of a Par Value ATE no later than the anticipated record or other effective date of such event specified in the Par Value Notice.

(g) **No Collateral.** Notwithstanding any provision of this Confirmation, the Agreement, Equity Definitions or any other agreement between the parties to the contrary, the obligations of Counterparty under the Transaction are not secured by any collateral.

(h) **Netting and Setoff**. Obligations under the Transaction shall not be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against any other obligations of the parties, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and no other obligations of the parties shall be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against obligations under the Transaction, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and each party hereby waives any such right of setoff, netting or recoupment; provided that both parties agree that subparagraph (ii) of Section 2(c) of the Agreement shall apply to the Transaction.

(i) **Alternative Calculations and Counterparty Payment on Early Termination and on Certain Extraordinary Events**. If Counterparty owes Dealer any amount in connection with the Transaction (i) pursuant to Sections 12.2, 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions (except in the case of an Extraordinary Event in which the consideration or proceeds to be paid to all holders of Shares as a result of such event consists solely of cash) or (ii) pursuant to Section 6(d)(ii) of the Agreement (a "**Payment Obligation**"), Counterparty shall satisfy any such Payment Obligation by delivery of Termination Delivery Units (as defined below) unless Counterparty elects to satisfy any such Payment Obligation by delivery of cash (in which case the provisions in Sections 12.2, 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions or Section 6(d)(ii) of the Agreement, as the case may be, shall apply in lieu of the provision set forth in this paragraph below) by giving irrevocable telephonic notice of such election to Dealer, confirmed in writing within one Scheduled Trading Day, no later than noon New York time on the Early Termination Date or other date the Transaction is cancelled or terminated, as applicable, where such notice shall include a representation and warranty from Counterparty that it is not, as of the date of the telephonic notice and the date of such written notice, aware of any material non-public information concerning itself or the Termination Delivery Units (where "material" shall have the meaning set forth in paragraph 5(n) below). Unless Counterparty timely elects to satisfy any such Payment Obligation by delivering cash, within a commercially reasonable period of time following the relevant Early Termination Date or other relevant date on which the Transaction is cancelled or terminated, as applicable, Counterparty shall deliver to Dealer a number of Termination Delivery Units having a fair market value (net of any brokerage and underwriting commissions and fees, including any customary private placement fees) equal to the amount of such Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be sold over a commercially reasonable period of time to generate proceeds equal to the cash equivalent of such Payment Obligation). In addition, if, in the good faith commercially reasonable judgment of Dealer, for any reason, the Termination Delivery Units deliverable pursuant to this paragraph would not be immediately freely transferable by Dealer under Rule 144, then Dealer may elect either to (x) accept delivery of such Termination Delivery Units notwithstanding any restriction on transfer or (y) require that such delivery take place pursuant to paragraph 5(j) below. If the provisions set forth in this paragraph are applicable, the provisions of Sections 9.8, 9.9, 9.11 (modified as described above) and 9.12 of the Equity Definitions shall be applicable, except that all references to "Shares" shall be read as references to "Termination Delivery Units." "**Termination Delivery Units**" means in the case of a Termination Event, Event of Default, Additional Disruption Event or Delisting, one Share or, in the case of Nationalization, Insolvency, Tender Offer or Merger Event, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Nationalization, Insolvency, Tender Offer or Merger Event; provided that if such Nationalization, Insolvency, Tender Offer or Merger Event involves a choice of consideration to be received by all holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

(j) **Registration/Private Placement Procedures.** If, following (x) the designation of an Early Termination Date or any other cancellation or termination of the Transaction prior to its expiration or (y) the adoption of or any change in any applicable law or regulation, or the promulgation of or any change in, or announcement or statement of, the formal or informal interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation, in each case on or after the Trade Date, in the reasonable opinion of Dealer, following any delivery of Shares or Termination Delivery Units to Dealer hereunder, such Shares or Termination Delivery Units would be in the hands of Dealer subject to any applicable restrictions with respect to any registration or qualification requirement or prospectus delivery requirement for such Shares or Termination Delivery Units pursuant to any applicable federal or state securities law (including, without limitation, any such requirement arising under Section 5 of the Securities Act as a result of such Shares or Termination Delivery Units being "restricted securities", as such term is defined in Rule 144 under the Securities Act, or as a result of the sale of such Shares or Termination Delivery Units) (such Shares or Termination Delivery Units, "**Restricted Shares**"), then delivery of such Restricted Shares shall be effected pursuant to either clause (i) or (ii) below at the election of Counterparty, unless waived by Dealer. Notwithstanding the foregoing, solely in respect of any Number of Warrants exercised or deemed exercised on any Expiration Date, Counterparty shall elect, prior to the first Settlement Date for the first Expiration Date, a Private Placement Settlement (as defined below) or Registered Settlement (as defined below) for all deliveries of Restricted Shares for all such Expiration Dates which election shall be applicable to all Settlement Dates for such Warrants and the procedures in clause (i) or clause (ii) below shall apply for all such delivered Restricted Shares on an aggregate basis commencing after the final Settlement Date for such Warrants. The Calculation Agent shall make reasonable adjustments to settlement terms and provisions under this Confirmation to reflect a single Private Placement or Registered Settlement for such aggregate Restricted Shares delivered hereunder.

(i) If Counterparty elects to settle the Transaction pursuant to this clause (i) (a "**Private Placement Settlement**"), then delivery of Restricted Shares by Counterparty shall be effected in customary private placement procedures with respect to such Restricted Shares reasonably acceptable to Dealer; *provided* that Counterparty may not elect a Private Placement Settlement if, on the date of its election, it has taken, or caused to be taken, any action that would make unavailable either the exemption pursuant to Section 4(a)(2) of the Securities Act for the sale by Counterparty to Dealer (or any affiliate designated by Dealer) of the Restricted Shares or the exemption pursuant to Section 4(a)(1) or Section 4(a)(3) of the Securities Act for resales of the Restricted Shares by Dealer (or any such affiliate of Dealer). The Private Placement Settlement of such Restricted Shares shall include customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Restricted Shares by Dealer), opinions and certificates, and such other documentation as is customary for private placement agreements, all reasonably acceptable to Dealer. In the case of a Private Placement Settlement, Dealer shall determine the appropriate discount (in the case of settlement of Termination Delivery Units pursuant to paragraph 5(i) above) or any Settlement Price (in the case of settlement of Shares pursuant to Section 2 above) applicable to such Restricted Shares in a commercially reasonable manner and appropriately adjust the number of such Restricted Shares to be delivered to Dealer hereunder. Notwithstanding the Agreement or this Confirmation, the date of delivery of such Restricted Shares shall be the Scheduled Trading Day following notice by Dealer to Counterparty, of such applicable discount and the number of Restricted Shares to be delivered pursuant to this clause (i). For the avoidance of doubt, delivery of Restricted Shares shall be due as set forth in the previous sentence and not be due on the date described in paragraph 5(i) (in the case of settlement of Termination

Delivery Units) or on the Settlement Date (in the case of settlement in Shares pursuant to Section 2 above).

(ii) If Counterparty elects to settle the Transaction pursuant to this clause (ii) (a "**Registration Settlement**"), then Counterparty shall promptly (but in any event no later than the beginning of the Resale Period (as defined below)) file and use its reasonable best efforts to make effective under the Securities Act a registration statement or supplement or amend an outstanding registration statement in form and substance reasonably satisfactory to Dealer, to cover the resale of such Restricted Shares (and any Make-whole Shares) in accordance with customary resale registration procedures, including covenants, conditions, representations, underwriting discounts (if applicable), commissions (if applicable), indemnities, due diligence rights, opinions and certificates, and such other documentation as is customary for equity resale underwriting agreements, all reasonably acceptable to Dealer. If Dealer, in its sole reasonable discretion, is not satisfied with such procedures and documentation Private Placement Settlement shall apply. If Dealer is satisfied with such procedures and documentation, it shall sell the Restricted Shares pursuant to such registration statement as promptly as commercially reasonable during a period (the "**Resale Period**") commencing on the Exchange Business Day following delivery of such Restricted Shares (and any Make-whole Shares) and ending on the earliest of (i) the Exchange Business Day on which Dealer completes the sale of all Restricted Shares or, in the case of settlement of Termination Delivery Units, a sufficient number of Restricted Shares so that the realized net proceeds of such sales exceed the Payment Obligation (as defined above) and (ii) the date upon which all Restricted Shares have been sold or transferred pursuant to Rule 144 (or similar provisions then in force) under the Securities Act.

(iii) (A) If (ii) above is applicable and the aggregate Option Cash Settlement Amount for all Valuation Dates (the "**Aggregate Option Cash Settlement Amount**") or the Payment Obligation, as applicable, exceeds the realized net proceeds from such resale, or if (i) above is applicable and the Freely Tradeable Value (as defined below) of the Aggregate Option Cash Settlement Amount or the Payment Obligation (in each case as adjusted pursuant to (i) above), as applicable, exceeds the realized net proceeds from such resale, Counterparty shall transfer to Dealer by the open of the regular trading session on the Exchange on the Scheduled Trading Day immediately following the last day of the Resale Period the amount of such excess (the "**Additional Amount**"), at Counterparty's option, either in cash or in a number of Shares ("**Make-whole Shares**"; *provided* that the aggregate number of Shares and Make-whole Shares delivered shall not exceed the Maximum Amount) that, based on the Settlement Price on the last day of the Resale Period (as if such day was the "**Valuation Date**" for purposes of computing such Settlement Price), has a value equal to the Additional Amount. The Resale Period shall continue to enable the sale of the Make-whole Shares. If Counterparty elects to pay the Additional Amount in Make-whole Shares, the requirements and provisions for either Private Placement Settlement or Registration Settlement shall apply to such payment. This provision shall be applied successively until the Additional Amount is equal to zero, subject to paragraph 5(m) below. "**Freely Tradeable Value**" means the value of the number of Shares delivered to Dealer which such Shares would have if they were freely tradeable (without prospectus delivery) upon receipt by Dealer, as determined by the Calculation Agent by commercially reasonable means.

(B) If (ii) above is applicable and the realized net proceeds from such resale (including the sale of any Make-whole Shares) exceed the Aggregate Option Cash Settlement Amount or the Payment Obligation, as applicable, or if (i) above is applicable and the realized net proceeds from such resale (including the sale of any Make-whole Shares) exceed the Freely Tradeable Value (as defined below) of the Aggregate Option Cash Settlement Amount or the Payment Obligation (in each case as adjusted pursuant to (i) above), as applicable, Dealer shall transfer to Counterparty the amount of such excess (the "**Dealer Additional Amount**"), at Counterparty's option, either in cash or in a number of Shares ("**Dealer Make-whole Shares**") that has a value equal to the Dealer Additional Amount, as determined by the Calculation Agent. The transfer of the Dealer Additional Amount shall be made (x) if in cash, by the open of the regular trading session on the Exchange on the Exchange Business Day immediately following the last day of the Resale Period, and (y) if in Shares, one Settlement Cycle following the date Dealer is able, using commercially reasonable efforts, to purchase Dealer Make-whole Shares. This provision shall be applied successively until the Dealer Additional Amount is equal to zero.

In the event Counterparty shall not have delivered the full number of Restricted Shares otherwise applicable as a result of the proviso above relating to the Maximum Amount, as defined below, (such deficit, the "**Deficit Restricted Shares**"), Counterparty shall be continually obligated to deliver, from time to time until the full number of Deficit Restricted Shares have been delivered pursuant to this paragraph, Restricted Shares when, and to the extent, that (i) Shares are repurchased, acquired or otherwise received by Counterparty or any of its subsidiaries after the Trade Date (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant date become no longer so reserved and (iii) Counterparty additionally authorizes any unissued Shares that are not reserved for other transactions. Counterparty shall immediately notify Dealer of the occurrence of any of the foregoing events (including the number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Restricted Shares to be delivered) and promptly deliver such Restricted Shares thereafter.

(iv) Without limiting the generality of the foregoing, Counterparty agrees that any Restricted Shares delivered to Dealer, as purchaser of such Restricted Shares, (A) may be transferred by and among Dealer and its affiliates and Counterparty shall effect such transfer without any further action by Dealer and (B) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed after any settlement date for such Restricted Shares, Counterparty shall promptly remove, or cause the transfer agent for such Restricted Shares to remove, any legends referring to any such restrictions or requirements from such Restricted Shares upon delivery by Dealer (or such affiliate of Dealer) to Counterparty or such transfer agent of any seller's and broker's representation letters customarily delivered by Dealer in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Dealer (or such affiliate of Dealer).

If the Private Placement Settlement or the Registration Settlement shall not be effected as set forth in clauses (i), (ii) or (iii), as applicable, then failure to effect such Private Placement Settlement or such Registration Settlement shall constitute

an Event of Default with respect to which Counterparty shall be the Defaulting Party.

(k) **Limit on Beneficial Ownership.** Notwithstanding any other provisions hereof, Dealer may not exercise any Warrant hereunder, Automatic Exercise shall not apply with respect thereto, and no delivery hereunder (including pursuant to paragraphs 5(j), (l) or (m)) shall be made, to the extent (but only to the extent) that, the receipt of any Shares upon such exercise or delivery would result in the existence of an Excess Ownership Position. Any purported delivery hereunder shall be void and have no effect to the extent (but only to the extent) that such delivery would result in the existence of an Excess Ownership Position. Subject to paragraph 5(c), if any delivery owed to Dealer hereunder or any exercise is not made, in whole or in part, as a result of this provision, Counterparty's obligation to make such delivery and Dealer's right to exercise a Warrant shall not be extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Scheduled Trading Day after, Dealer gives notice to Counterparty that, such exercise or delivery would not result in the existence of an Excess Ownership Position. Dealer shall use commercially reasonable efforts to take steps so that it is able to accept delivery as soon as reasonably practicable.

(l) **Share Deliveries.** Counterparty acknowledges and agrees that, to the extent that Dealer is not then an affiliate, as such term is used in Rule 144 under the Securities Act, of Counterparty and has not been such an affiliate of Counterparty for 90 days (it being understood that Dealer shall not be considered such an affiliate of Counterparty solely by reason of its receipt of or right to receive Shares pursuant to this Transaction), and otherwise satisfies all holding period and other requirements of Rule 144 under the Securities Act applicable to it, any Shares or Termination Delivery Units delivered hereunder at any time after 1 year from the Premium Payment Date shall be eligible for resale under Rule 144 under the Securities Act, and Counterparty agrees to promptly remove, or cause the transfer agent for such Shares or Termination Delivery Units to remove, any legends referring to any restrictions on resale under the Securities Act from such Shares or Termination Delivery Units. Counterparty further agrees that with respect to any Shares or Termination Delivery Units delivered hereunder at any time after 6 months from the Premium Payment Date but prior to 1 year from the Premium Payment Date, to the extent that Counterparty then satisfies the current information requirement of Rule 144 under the Securities Act, Counterparty shall promptly remove, or cause the transfer agent for such Shares or Termination Delivery Units to remove, any legends referring to any such restrictions or requirements from such Shares or Termination Delivery Units upon delivery by Dealer to Counterparty or such transfer agent of any customary seller's and broker's representation letters in connection with resales of such Shares or Termination Delivery Units pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Dealer. Counterparty further agrees and acknowledges that Dealer shall run a holding period under Rule 144 under the Securities Act with respect to the Warrants and/or any Shares or Termination Delivery Units delivered hereunder notwithstanding the existence of any other transaction or transactions between Counterparty and Dealer relating to the Shares. Counterparty further agrees that Shares or Termination Delivery Units delivered hereunder prior to the date that is 6 months from the Premium Payment Date may be freely transferred by Dealer to its affiliates, and Counterparty shall effect such transfer without any further action by Dealer. Notwithstanding anything to the contrary herein, Counterparty agrees that any delivery of Shares or Termination Delivery Units shall be effected by book-entry transfer through the facilities of the Clearance System if, at the time of such delivery, such Shares or Termination Delivery Units would not contain any restrictive legend as described above. Notwithstanding anything to the contrary herein, to the extent the provisions of Rule 144 under the Securities Act or any successor rule are amended, or the applicable interpretation thereof by the Securities and Exchange Commission or any court changes after the Trade Date, including without limitation to lengthen or shorten the holding periods, the agreements of Counterparty herein shall be deemed modified to the extent necessary, in the opinion of outside counsel of Counterparty, to comply with Rule 144 under the Securities Act,

including Rule 144, as in effect at the time of delivery of the relevant Shares or Termination Delivery Units.

(m) **Maximum Share Delivery.** Notwithstanding any other provision of this Confirmation or the Agreement, in no event will Counterparty be required to deliver more than [ ] Shares (the "**Maximum Amount**") in the aggregate to Dealer in connection with the Transaction, subject to the provisions below regarding Deficit Shares and to adjustment from time to time in accordance with the provisions of this Confirmation or the Equity Definitions. Counterparty represents and warrants to Dealer (which representation and warranty shall be deemed to be repeated on each day that the Transaction is outstanding) that the Maximum Amount is equal to or less than the number of authorized but unissued Shares of Counterparty in respect of which rights to subscribe have not been granted ("reserved") in connection with transactions in the Shares (other than the Transaction) on the date of the determination of the Maximum Amount (such Shares, the "**Available Shares**"). In the event Counterparty shall not have delivered the full number of Shares otherwise due in connection with the Transaction as a result of the first sentence of this paragraph relating to the Maximum Amount (such deficit, the "**Deficit Shares**"), Counterparty shall be continually obligated to deliver, from time to time until the full number of Deficit Shares have been delivered pursuant to this paragraph, Shares when, and to the extent, that (i) Shares are repurchased, acquired or otherwise received by Counterparty or any of its subsidiaries after the Trade Date (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant delivery date become no longer so reserved and (iii) Counterparty additionally authorizes any unissued Shares that are not reserved for other transactions. Counterparty shall immediately notify Dealer of the occurrence of any of the foregoing events (including the aggregate number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Shares to be delivered) and promptly deliver of such aggregate number of Shares thereafter. Counterparty shall not enter into any transaction, or take any other action, that would result in an adjustment to the maximum number of Shares deliverable under this paragraph (m) resulting in the issuance of a number of Shares that would require stockholder approval under applicable law, exchange regulations or otherwise, without having obtained prior stockholder approval.

(n) **Par Value of Shares.** The parties acknowledge and agree that Counterparty may allocate all or any portion of the Premium to reflect the payment of the par value of the Shares delivered to Dealer under this Transaction. Counterparty covenants that it will not cause or permit anything to be done that would cause the Premium to be inadequate in respect of the par value for any Shares delivered to Dealer hereunder.

(o) **No Material Non-Public Information.** Dealer shall provide a written notice to Counterparty promptly following the date on which Dealer has completed all purchases or sales of Shares or other transactions to hedge initially its exposure with respect to the Transaction (such date, the "**Last Initial Hedge Date**"), which it shall complete as soon as reasonably practicable. On each day during the period beginning on the Trade Date and ending on the earlier of (i) the 3rd Exchange Business Day following the Trade Date and (ii) the Last Initial Hedge Date, Counterparty represents and warrants to Dealer that none of Counterparty and its officers and directors is aware or in possession of any material non-public information or any information constituting inside information (*voorwetenschap*), as defined in article 5:53 of the FMSA, concerning Counterparty, the Shares or trading in the Shares. "Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of Counterparty.

(p) **Tax Disclosure.** Notwithstanding anything to the contrary herein, in the Equity Definitions or in the Agreement, and notwithstanding any express or implied claims of exclusivity or proprietary rights, the parties (and each of their employees, representatives or other agents) are authorized to disclose to any and all persons, beginning immediately upon commencement of their discussions and without limitation of any kind, the tax treatment and tax structure of the Transaction, and all materials of any

kind (including opinions or other tax analyses) that are provided by either party to the other relating to such tax treatment and tax structure.

(q) **Status of Claims in Bankruptcy.** Dealer acknowledges and agrees that this Confirmation is not intended to convey to Dealer rights with respect to the Transaction that are senior to the claims of common stockholders of Counterparty in any Dutch bankruptcy proceedings of Counterparty; provided that nothing herein shall limit or shall be deemed to limit Dealer' right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to the Transaction; *provided further* that nothing in this paragraph shall limit or shall be deemed to limit Dealer' rights in respect of any transactions other than the Transaction.

(r) **Securities Contract.** The parties hereto agree and acknowledge that Dealer is one or more of a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101 (22A) of the Bankruptcy Code. The parties hereto further agree and acknowledge (A) that this Confirmation is a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "settlement payment" (as such term is defined in Section 741(8) of the Bankruptcy Code) or a "transfer" within the meaning of Section 546 of the Bankruptcy Code and (B) that Dealer is entitled to the protections afforded by, among other sections, Section 362(b) (6), 362(b)(27), 362(o), 546(e), 546(j), 548(d)(2), 555 and 561 of the Bankruptcy Code.

(s) **Right to Extend.** Dealer may postpone any potential Expiration Date or postpone or extend any other date of valuation or delivery with respect to some or all of the relevant Warrants (in which event the Calculation Agent shall make appropriate adjustments to the Net Share Amount for such Expiration Date), if Dealer determines, in its commercially reasonable discretion, that such postponement or extension is necessary or appropriate to (i) preserve Dealer's or its affiliate's hedging or hedge unwind activity hereunder in light of existing liquidity conditions in the cash market, the stock loan market or any other relevant market or (ii) enable Dealer or its affiliate to effect purchases or sales of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer or such affiliate were Issuer or an affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer and/or such affiliate; *provided* that Dealer may not postpone or extend any such date by more than 100 Exchange Business Days.

(t) **Adjustments.** For the avoidance of doubt, whenever the Calculation Agent is called upon to make an adjustment pursuant to the terms of this Confirmation or the Equity Definitions to take into account the effect of an event, the Calculation Agent shall make such adjustment by reference to the effect of such event on the Hedging Party, assuming that the Hedging Party maintains a commercially reasonable hedge position.

(u) **Wall Street Transparency and Accountability Act of 2010.** The parties hereby agree that none of (i) Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the "**WSTAA**"), (ii) any similar legal certainty provision included in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, (iii) the enactment of the WSTAA or any regulation under the WSTAA, (iv) any requirement under the WSTAA or (v) any amendment made by the WSTAA shall limit or otherwise impair either party's right to terminate, renegotiate, modify, amend or supplement this Confirmation, any Transaction hereunder or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased cost, regulatory change or similar event under this Confirmation, the Equity Definitions or the Agreement (including, but not limited to, any right arising from any Change in Law, Insolvency Filing, Hedging Disruption, Increased Cost of Hedging, Loss of Stock Borrow, Increased Cost of Stock Borrow, or Illegality (as defined in the Agreement)).

(v) **Payments on Early Termination**. The parties hereto agree that for the Transaction, for the purposes of Section 6(e) of the Agreement, Second Method and Loss will apply. The Termination Currency shall be USD.

(w) **Governing Law.** This Confirmation and the Agreement, and any claims, causes of action or disputes arising hereunder or thereunder or relating hereto or thereto, shall be governed by the laws of the State of New York (without reference to choice of law doctrine that would lead to the application of the laws of any jurisdiction other than New York).

(x) **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THE TRANSACTION. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THE TRANSACTION, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS PROVIDED HEREIN.

(y) **Submission to Jurisdiction.** THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

(z) **Process Agent.** For purposes of Section 13(c) of the Agreement, Counterparty appoints QIAGEN North American Holdings, Inc. at 19300 Germantown Road, Germantown, MD 20874 as its Process Agent.

(aa) **Understanding and Acknowledgement.** Counterparty understands and acknowledges that notwithstanding any other relationship between Counterparty and Dealer (and Dealer's affiliates), in connection with this Transaction and any other over-the-counter derivative transaction between Counterparty and Dealer or Dealer's affiliates, Dealer or its affiliates, as the case may be, is acting as principal and is not a fiduciary or adviser to Counterparty in respect of any such transaction, including any entry into or exercise, amendment, unwind or termination thereof.

(bb) **2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.** [*negotiated clause*].

(cc) **Reserved.**

(dd) **Part 2(b) of the ISDA Schedule – Payee Representation:**

For the purpose of Section 3(f) of this Agreement, Counterparty makes the following representation to Dealer:

[*negotiated clause*].

For the purpose of Section 3(f) of this Agreement, Dealer makes the following representation to Counterparty:

[*negotiated clause*].

(ee) **Part 3(a) of the ISDA Schedule – Tax Forms:**

Party Required to Deliver Document

	Form/Document/Certificate	Date by which to be Delivered
Counterparty	A complete and duly executed United States Internal Revenue Service Form W-8BEN (or successor thereto.)	(i) Upon execution and delivery of this Agreement; (ii) promptly upon reasonable demand by Dealer; and (iii) promptly upon learning that any such Form previously provided by Counterparty has become obsolete or incorrect.
Dealer	A complete and duly executed United States Internal Revenue Service Form [ ] (or successor thereto.)	(i) Upon execution and delivery of this Agreement; (ii) promptly upon reasonable demand by Counterparty; and (iii) promptly upon learning that any such Form previously provided by Dealer has become obsolete or incorrect.

(ff) **Additional ISDA Schedule Terms**

(i) **Automatic Early Termination**. The "Automatic Early Termination" provision of Section 6(a) of the Agreement will not apply to Dealer and will not apply to Counterparty.

(ii) **Consent to Recording**. Each party (i) consents to the monitoring or recording, at any time and from time to time, by the other party of any and all communications between officers or employees of the parties, (ii) waives any further notice of such monitoring or recording, and (iii) agrees to notify (and, if required by law, obtain the consent of) its officers and employees with respect to such monitoring or recording. Any such recording may be submitted in evidence to any court or in any Proceeding for the purpose of establishing any matters pertinent to this Transaction.

(iii) **Severability**. In the event any one or more of the provisions contained in this Confirmation or the Agreement shall be held illegal, invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

(iv) In the event that (i) an Early Termination Date occurs or is designated with respect to the Transaction as a result of a Termination Event or an Event of Default (other than an Event of Default arising under Section 5(a)(ii) or 5(a)(iv) of the Agreement) and, as a result, Dealer owes to Counterparty an amount calculated under Section 6(e) of the Agreement, or (ii) Dealer owes to Counterparty, pursuant to Section 12.7 or Section 12.9 of the Equity Definitions, an amount calculated under Section 12.8 of the Equity Definitions, such amount shall be deemed to be zero.

(gg) **Foreign Merger.** If, at any reasonable time following the occurrence of any Foreign Merger, the Calculation Agent reasonably determines in its good faith judgment that (x) such Foreign Merger has had a material adverse effect on Dealer's rights and obligations under the Transaction or (y) Dealer would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions and excluding (I) any *de minimis* increased amount of tax, duty, expense or fee, as determined by the Calculation Agent, and (II) such increased amount that is incurred solely due to the deterioration of the creditworthiness of Dealer and/or any of its affiliates that are conducting hedging in connection with this Transaction), to (1) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset (s) it deems necessary to hedge the economic risk of entering into and performing its obligations with respect to the Transaction, or (2) realize, recover or remit the proceeds of any such transaction(s) or asset(s) (each of the events described in clause (x) and clause (y) above, a "**Foreign Merger Event**"), then, in either case, the Calculation Agent shall give prompt notice to Counterparty of such Foreign

Merger Event, and Dealer, the issuer of the Affected Shares and the New Issuer shall work in good faith to negotiate and enter into additional documentation or modify the terms of the existing documentation in a manner that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer and Counterparty to continue, or New Issuer to accede, as applicable, as a party to the Transaction in the context of the Foreign Merger Event. If the additional documentation or modification to the terms of the existing documentation has not been mutually agreed to within 5 Scheduled Trading Days of the Calculation Agent's notice, the Calculation Agent shall give notice to Counterparty of a commercially reasonable Price Adjustment that the Calculation Agent determines, in its good faith, commercially reasonable judgment, appropriate to account for the economic effect on the Transaction of such Foreign Merger Event (without duplication of any adjustments determined pursuant to any other provision of this Transaction) and provide Counterparty with supporting documentation for such Price Adjustment (unless the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, in which case the Calculation Agent shall so notify Counterparty). Unless the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, within two Scheduled Trading Days of receipt of such notice, Counterparty shall notify Dealer that it elects to (A) agree to amend the Transaction to take into account such Price Adjustment or (B) pay Dealer an amount determined by the Calculation Agent (and in respect of which the Calculation Agent has provided to Counterparty supporting documentation) that corresponds to such Price Adjustment (and, in each case, Counterparty shall be deemed to have repeated the representation set forth in Section 5(n) of this Confirmation as of the date of such election). If Counterparty fails to give such notice to Dealer of its election by the end of that second Scheduled Trading Day, or if the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, then such failure or such determination, as the case may be, shall constitute an Additional Termination Event applicable to the Transaction and, with respect to such Additional Termination Event, (1) Counterparty shall be deemed to be the sole Affected Party, (2) the Transaction shall be the sole Affected Transaction and (3) Dealer shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement.

6. **Account Details:**

(a) Account for payments to Counterparty:

For USD:
Bank: Deutsche Bank AG, Düsseldorf
SWIFT: DEUTDEDDXXX
Acct: Qiagen N.V.
Acct No. / IBAN.: 755167400

For EUR:
Bank: Deutsche Bank AG, Düsseldorf
SWIFT: DEUTDEDDXXX
Acct: Qiagen N.V.
Acct No. / IBAN.: DE90 3007 0010 0755 1674 00

(b) Account for payments to Dealer:

Bank: [ ]

ABA# [ ]
FAO: [ ]
Acct: [ ]
Swift: [ ]

Account for delivery of Shares to Dealer: [ ]

7. **Offices:**

The Office of Counterparty for the Transaction is: Inapplicable, Counterparty is not a Multibranch Party.

The Office of Dealer for the Transaction is: London.

8. **Notices:**

For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

Qiagen N.V.
Spoorstraat 50, 5911-KJ
Venlo, The Netherlands
Attention: Global Treasury
Telephone No.: 31 77 355 6644
Facsimile No.: 31 77 355 6640

(b) Address for notices or communications to Dealer:

[ ]
Attention: [ ]
Telephone No.: [ ]
Facsimile No.: [ ]

This Confirmation may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THE SECURITIES REPRESENTED BY THE CONFIRMATION HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER UNITED STATES FEDERAL OR STATE SECURITIES LAWS; SUCH SECURITIES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF APPROPRIATE REGISTRATION UNDER SUCH SECURITIES LAWS OR EXCEPT IN A TRANSACTION EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF SUCH SECURITIES LAWS.

Counterparty hereby agrees to check this Confirmation and to confirm that the foregoing correctly sets forth the terms of the Transaction by signing in the space provided below and returning to Dealer a facsimile of the fully-executed Confirmation. Originals shall be provided for your execution upon your request.

Yours sincerely,

[ ]

By: _____
Name:
Title:

Accepted and confirmed as of the Trade Date:

QIAGEN N.V.

By: _____
Name:
Title:

SCHEDULE A

For purposes of this Transaction, the following terms shall have the following values/meanings:

1. Strike Price:	USD32.0850.
2. USD Premium:	USD[ ].
3. Premium:	The USD Premium, as converted into EUR at the "ask" spot rate of exchange of EUR for USD as quoted on Bloomberg page "WMCO", at 4:00 p.m. New York time on the first day that is both a New York Banking Day and a London Banking Day after the Trade Date, or if such rate of exchange is not quoted thereon at such time, as converted into EUR by the Calculation Agent in a commercially reasonable manner. Promptly following the determination thereof, the Calculation Agent shall provide written notice to Counterparty specifying the Premium.
4. Premium Payment Date:	The closing date for the initial issuance of the Convertible Notes.
5. Final Disruption Date:	March 23, 2021.

SCHEDULE B

For each Component of the Transaction, the Number of Warrants and Expiration Date is set forth below.

Component Number	Number of Warrants	Expiration Date
1.	[ ]	12/29/2020
2.	[ ]	12/30/2020
3.	[ ]	12/31/2020
4.	[ ]	1/4/2021
5.	[ ]	1/5/2021
6.	[ ]	1/6/2021
7.	[ ]	1/7/2021
8.	[ ]	1/8/2021
9.	[ ]	1/11/2021
10.	[ ]	1/12/2021
11.	[ ]	1/13/2021
12.	[ ]	1/14/2021
13.	[ ]	1/15/2021
14.	[ ]	1/19/2021
15.	[ ]	1/20/2021
16.	[ ]	1/21/2021
17.	[ ]	1/22/2021
18.	[ ]	1/25/2021
19.	[ ]	1/26/2021
20.	[ ]	1/27/2021
21.	[ ]	1/28/2021
22.	[ ]	1/29/2021
23.	[ ]	2/1/2021
24.	[ ]	2/2/2021
25.	[ ]	2/3/2021
26.	[ ]	2/4/2021
27.	[ ]	2/5/2021
28.	[ ]	2/8/2021
29.	[ ]	2/9/2021
30.	[ ]	2/10/2021
31.	[ ]	2/11/2021
32.	[ ]	2/12/2021
33.	[ ]	2/16/2021
34.	[ ]	2/17/2021
35.	[ ]	2/18/2021
36.	[ ]	2/19/2021
37.	[ ]	2/22/2021
38.	[ ]	2/23/2021

39.	[ ]	2/24/2021
40.	[ ]	2/25/2021
41.	[ ]	2/26/2021
42.	[ ]	3/1/2021
43.	[ ]	3/2/2021
44.	[ ]	3/3/2021
45.	[ ]	3/4/2021
46.	[ ]	3/5/2021
47.	[ ]	3/8/2021
48.	[ ]	3/9/2021
49.	[ ]	3/10/2021
50.	[ ]	3/11/2021

TEMPLATE FOR CLOSING BIBLE

DATE:	March 12, 2014
TO:	Qiagen N.V. Spoorstraat 50, 5911-KJ Venlo, The Netherlands
ATTENTION:	Global Treasury
TELEPHONE:	31 77 355 6644
FACSIMILE:	31 77 355 6640
FROM:	[ ]
ATTENTION:	[ ]
TELEPHONE:	[ ]
FACSIMILE:	[ ]
SUBJECT:	Bond Hedge Transaction
Reference Number(s):	[ ]

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between [ ] ("**Dealer**") and Qiagen N.V. ("**Counterparty**") on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**"), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. Certain defined terms used herein have the meanings assigned to them in the Indenture to be dated on or about March 19, 2014 between Counterparty, Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent (as such definitions may be amended, modified or supplemented from time to time, but only if such amendment, modification or supplement is consented to by Dealer and Counterparty in writing, the "**Indenture**") relating to USD430,000,000 principal amount of 0.375% Senior Unsecured Convertible Notes due 2019 (the "**Convertible Notes**") issued by Counterparty. In the event of any inconsistency between the Indenture and this Confirmation, this Confirmation shall govern. For the avoidance of doubt, references herein to sections of the Indenture are based on the draft of the Indenture most recently reviewed by the parties at the time of this Confirmation. If any relevant sections of the Indenture are changed, added, or renumbered following execution of this Confirmation, the parties will amend this Confirmation in good faith to preserve the economic intent of the parties.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

1. This Confirmation evidences a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall supplement, form a part of, and be subject to, an agreement in the form of the ISDA 1992 Master Agreement (Multicurrency – Cross Border) as if Dealer and Counterparty had executed an agreement (the "**Agreement**") in such form (without any Schedule but provided that (i) the "Cross Default" provisions of Section 5(a)(vi) shall be applicable to Dealer and to Counterparty, (ii) the words ", or becoming capable at such time of being declared," shall be deleted from such Section 5(a)(vi), (iii) the "Threshold Amount" in relation to Counterparty shall be $50,000,000 and in relation to Dealer shall be an amount

equal to three percent (3%) of the shareholders' equity of Dealer as of the Trade Date, and (iv) "Specified Indebtedness" shall not include any obligation in respect of deposits received in the ordinary course of a party's banking business, and with such other elections set forth in this Confirmation) on the Trade Date. In the event of any inconsistency among this Confirmation, the Equity Definitions or the Agreement, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) this Confirmation; (ii) the Equity Definitions; and (iii) the Agreement. The parties hereby agree that no Transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	March 12, 2014.
Option Style:	Modified American, as described below under "Procedures for Exercise".
Option Type:	Call.
Buyer:	Counterparty.
Seller:	Dealer.
Shares:	The ordinary shares, par value EUR 0.01 per share, of Counterparty (NASDAQ ticker symbol "QGEN").
Number of Options:	2,150.
Option Entitlement:	As of any date, a number of Shares per Option equal to the Applicable Percentage *multiplied by* the "Conversion Ratio" (as defined in the Indenture) as of such date (but without regard to any adjustments to the "Conversion Ratio" pursuant to Section 12.03 or to Section 12.04 (h) of the Indenture).
Strike Price:	As provided in Schedule A to this Confirmation.
Applicable Percentage:	[ ]%.
Premium:	As provided in Schedule A to this Confirmation.
Premium Payment Date:	As provided in Schedule A to this Confirmation.
Exchange:	The NASDAQ Global Select Market.
Related Exchange(s):	All Exchanges.
Calculation Agent:	Dealer; *provided* that all determinations made by Calculation Agent shall be made in good faith and in a commercially reasonable manner; *provided further* that (i) upon receipt of written request from Counterparty, the Calculation Agent shall promptly provide Counterparty with a written explanation describing in reasonable detail any calculation, adjustment, or determination made by it (including any quotation, market data or information from internal or external sources used in making such calculation, adjustment or determination, as the case may be, but without disclosing Calculation Agent's proprietary models or other information that may be proprietary or confidential) and shall use commercially reasonable efforts to provide such written explanation within five (5) Exchange Business Days from receipt of such request, (ii) if an Event of Default described in Section 5(a)(vii) of the Agreement has occurred and is continuing with respect to Dealer, the Calculation Agent shall be a leading recognized dealer in equity derivatives designated in good faith by Counterparty for so long as such Event of Default is continuing and (iii) if Counterparty promptly disputes in writing any calculation, adjustment or determination and provides reasonable detail as to the basis for such dispute, the Calculation Agent shall discuss the dispute with Counterparty and shall consider in good faith any alternative calculations, adjustments or determinations proposed by Counterparty, it being understood that the Calculation Agent's calculation, adjustment or determination, modified to the extent the Calculation Agent determines appropriate after such consideration, shall apply to the Transaction.

Procedures for Exercise:

Conversion Dates:	Each "Conversion Date" (as defined in the Indenture) occurring during the Exercise Period for Convertible Notes in denominations of USD 200,000 principal amount that are surrendered for conversion on such Conversion Date in accordance with the terms of the Indenture, subject to "Notice of Exercise" below (such Convertible Notes, the "**Relevant Convertible Notes**").

Exercisable Options:	In respect of each Conversion Date, a number of Options equal to the number of Relevant Convertible Notes in denominations of USD 200,000 principal amount surrendered for conversion on such Conversion Date in accordance with the terms of the Indenture, subject to "Notice of Exercise" below, but no greater than the Number of Options.
Free Convertibility Date:	September 20, 2018
Exercise Period:	The period from and including the Premium Payment Date to and including the Expiration Date.
Expiration Date:	Notwithstanding anything to the contrary in Section 3.1(f) of the Equity Definitions, "Expiration Date" shall mean the earlier of (x) the last day on which any Convertible Notes remain outstanding and (y) the fifth Scheduled Trading Day immediately preceding the "Maturity Date" (as defined in the Indenture).
Multiple Exercise:	Applicable, as provided under "Exercisable Options" above.
Automatic Exercise:	Applicable, subject to "Notice of Exercise" below.
Notice of Exercise:	Notwithstanding anything to the contrary in the Equity Definitions or under "Exercisable Options" above, in order to exercise any Exercisable Options, Counterparty must notify Dealer in writing prior to 5:00 p.m., New York City time, on the day that is at least two Scheduled Trading Days prior to the first day of the applicable Conversion Period (as defined below) in respect of the Options being exercised (or, in the case of an Early Conversion prior to the Conversion Period, prior to 5:00 p.m., New York City time, on the day that is at least two Scheduled Trading Days' prior to the first day of the applicable "Calculation Period" (as defined in the Indenture)) (the "**Exercise Notice Deadline**") of (i) the number of such Options (including, if applicable, whether all or any portion of the Convertible Notes relating to such Options are Convertible Notes as to which additional Shares would be added to the "Conversion Ratio" (as defined in the Indenture) pursuant to Section 12.03 of the Indenture (the "**Make-Whole Convertible Notes**")) and (ii) the scheduled first day of the applicable Conversion Period (or, in the case of an Early Conversion, the scheduled first day of the applicable "Calculation Period" (as defined in the Indenture)); *provided* that (I) in respect of any Options relating to Relevant Convertible Notes with a Conversion Date occurring on or after the Free Convertibility Date (other than Make-Whole Convertible Notes), such notice may be given on or prior to the Scheduled Trading Day immediately preceding the Expiration Date and need only specify the information required in clause (i) above, and (II) with respect to (a) any Exercisable Options exercised prior to the Free Convertibility Date or (b) any Exercisable Options relating to Make-Whole Convertible Notes exercised on or after the Free Convertibility Date (any exercise pursuant to clause (a) or (b), an "**Early Conversion**"), an Additional Termination Event shall be deemed to occur with respect to a number of Options equal to the number of Exercisable Options so exercised, as provided in clause (D) under "Additional Termination Events" in paragraph 5(b) below. Notwithstanding the foregoing, notice in respect of any exercise of Options hereunder (and the related exercise of Options) shall be effective if given after 5:00 p.m., New York City time, on the Exercise Notice Deadline, but prior to 5:00 p.m., New York City time, on the fifth Scheduled Trading Day following the Exercise Notice Deadline, in which event the Calculation Agent shall have the right to adjust the Cash Settlement Amount as appropriate to reflect the additional costs (including, but not limited to, hedging mismatches and market losses) and expenses incurred by Dealer in connection with its hedging activities (including the unwinding of any hedge position) as a result of Dealer not having received such notice on or prior to the Exercise Notice Deadline and, if appropriate, to delay the Settlement Date.
Settlement Terms:	
Settlement Method:	For any Option, Cash Settlement.
Cash Settlement:	In lieu of Section 8.1 of the Equity Definitions, Dealer will pay to Counterparty, on the relevant Settlement Date for each Option, an amount of cash (the "**Cash Settlement Amount**") equal to the *sum* of the amounts determined for each Trading Day during the applicable Conversion Period for such Option consisting of (i) the Daily Option Value for such Trading Day, *divided by* (ii) the number of Trading Days in the applicable Conversion Period.

Daily Option Value:	For any Trading Day, an amount equal to (i) the Option Entitlement on such Trading Day, *multiplied by* (ii)(x) the VWAP Price on such Trading Day *minus* (y) the Strike Price on such Trading Day; *provided* that if the calculation contained in clause (ii) above results in a negative number, the Daily Option Value for such Trading Day shall be deemed to be zero. In no event will the Daily Option Value be less than zero.
Trading Day:	A day on which trading in the Shares generally occurs on the Exchange and there is no Market Disruption Event. If the Shares are not so traded or quoted, "Trading Day" means Business Day.
Scheduled Trading Day:	Any day that is scheduled to be a Trading Day.
Business Day:	A day (other than a Saturday or Sunday) on which banks are open for general business in New York City, London, Amsterdam and Frankfurt and (in relation to any date for the payment or purchase of a currency other than U.S. dollars) the principal financial center of the country of that currency.
Market Disruption Event:	Section 6.3(a) of the Equity Definitions is hereby replaced in its entirety by the following: "'Market Disruption Event' means (a) a failure by the Exchange to open for trading during its regular trading session or (b) the occurrence or existence, prior to 1:00 p.m., local time, on any Trading Day for the Shares, of an aggregate one half-hour period of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or quotation system or otherwise) in the Shares or in any options, contracts or futures contracts relating to the Shares."
VWAP Price:	On any Trading Day, the per Share volume-weighted average price of the Shares as displayed under the heading "Bloomberg VWAP" on Bloomberg page "QGEN US <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled opening of trading of the primary trading session on the Exchange until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable on any such Trading Day, the market value of one Share on such Trading Day as determined by the Calculation Agent using a volume-weighted average price method), determined without regard to after-hours trading or any other trading outside of the regular trading session.
Conversion Period:	For any Option, the 50 consecutive Trading Days commencing on, and including, the 55th Scheduled Trading Day immediately prior to the "Maturity Date" (as defined in the Indenture).
Settlement Date:	For any Option, the third Business Day immediately following the final Trading Day of the applicable Conversion Period for such Option.
Settlement Currency:	USD.

Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment, which means that, notwithstanding Section 11.2(c) of the Equity Definitions, upon any adjustment to the "Conversion Ratio" (as defined in the Indenture) and/or the nature of the Shares under the Convertible Notes pursuant to the Indenture (other than an increase in the "Conversion Ratio" pursuant to Sections 12.03 and 12.04(h) of the Indenture), the Calculation Agent will make a corresponding adjustment to any one or more of the Strike Price, Number of Options, the Option Entitlement and any other term relevant to the exercise, settlement, payment or other terms of the Transaction. Counterparty agrees that it will notify Dealer prior to the effectiveness of any such adjustment and, if the Calculation Agent in good faith disagrees with any adjustment to the Convertible Notes that involves an exercise of discretion by Counterparty, its board of directors or the "Calculation Agent" under the Indenture (including, without limitation, pursuant to Section 12.04(g) of the Indenture or in connection with any proportional adjustment or the determination of the fair value of any securities, property, rights or other assets), then in each such case, the Calculation Agent will determine the adjustment to be made to any one or more of the Strike Price, Number of Options, Option Entitlement and any other terms relevant to the exercise, settlement or payment for the Transaction in a commercially reasonable manner.
Potential Adjustment Events:	Notwithstanding Section 11.2(e) of the Equity Definitions, a "Potential Adjustment Event" means an occurrence of any event or condition, as set forth in Section 12.04 (a)-(e) and (g) of the Indenture that would result in an adjustment to the "Conversion Ratio" (as defined in the Indenture) of the Convertible Notes; *provided* that in no event shall there be any adjustment hereunder as a result of an adjustment to the "Conversion Ratio" pursuant to Sections 12.03 or 12.04(h) of the Indenture.

Extraordinary Events:

Merger Events:	Notwithstanding Section 12.1(b) of the Equity Definitions, a "Merger Event" means the occurrence of any event or condition set forth in Section 12.05 of the Indenture.
Notice of Merger Consideration:	Upon the occurrence of a Merger Event that causes the Shares to be converted into or exchanged for more than a single type of consideration (determined based in part upon the form of election of the holders of the Shares), Counterparty shall promptly notify the Calculation Agent in writing of the types and amounts of consideration that holders of Shares have affirmatively elected to receive upon consummation of such Merger Event; *provided* that in no event shall the date of such notification be later than the date on which such Merger Event is consummated.

Consequences of Merger Events:	Notwithstanding Section 12.2 of the Equity Definitions, upon the occurrence of a Merger Event, the Calculation Agent shall make a corresponding adjustment in respect of any adjustment under the Indenture to any one or more of the nature of the Shares, the Strike Price, the Number of Options, the Option Entitlement and any other term relevant to the exercise, settlement, payment or other terms of the Transaction; provided, however, that such adjustment shall be made without regard to any adjustment to the "Conversion Ratio" (as defined in the Indenture) for the issuance of additional shares as set forth in 12.03 or 12.04(h) of the Indenture. If, in respect of any Merger Event to which the immediately preceding paragraph applies, the adjustments to be made in accordance with such paragraph would result in Counterparty being different from the issuer of the Shares or Counterparty or such issuer being organized in a jurisdiction other than the Netherlands (a "**Foreign Merger**"), then with respect to such Merger Event, as a condition precedent to the adjustments contemplated in the immediately preceding paragraph, Dealer, Counterparty and the entity that will be the issuer of the Shares (the "**New Issuer**") shall work in good faith to negotiate and enter into such documentation containing representations, warranties and agreements relating to securities law and other issues as requested by Dealer that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer and Counterparty to continue, or the New Issuer to accede, as applicable, as a party to the Transaction, as adjusted under the immediately preceding paragraph (which adjustments shall be made without duplication of any adjustments determined pursuant to any other provision of this Transaction), and to preserve Dealer's hedging or hedge unwind activities in connection with the Transaction in a manner compliant with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Dealer), and if such documentation has not been mutually agreed to on or prior to the Merger Date or if the Calculation Agent determines that the adjustment under the immediately preceding paragraph will not produce a commercially reasonable result, then, at Dealer's election, Cancellation and Payment (Calculation Agent Determination) shall apply or the Transaction shall continue without such documentation or adjustment.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); *provided* that Section 12.6(a)(iii) of the Equity Definitions is hereby amended and restated in its entirety as follows: "'Delisting' means that the Shares, as adjusted pursuant to the terms of the Transaction, cease (or the Exchange announces that, pursuant to the rules of such Exchange, such Shares will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not (or will not be) immediately re-listed, re-traded or re-quoted (and fail (or will fail) to continue to be listed, traded or quoted) on any of the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market), Euronext (in Paris or Amsterdam), the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted (or continue to be listed, traded or quoted) on any such exchange or quotation system (or, if more than one, the exchange or quotation system selected by the Calculation Agent), such exchange or quotation system shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments to the terms of the Transaction (including, for the avoidance of doubt, modifying the definition of Shares and Settlement Price), as if Modified Calculation Agent Adjustment were applicable to such event."
Additional Disruption Events:	

Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or announcement or statement of, the formal or informal interpretation", (ii) by replacing the word "Shares" where it appears in clause (X) thereof with the words "Hedge Positions", (iii) by immediately following the word "Transaction" in clause (X) thereof, adding the phrase "in the manner contemplated by the Hedging Party on the Trade Date" and (iv) adding the following proviso to the end of clause (Y) thereof: "provided that (1) such party has used commercially reasonable efforts to avoid such increased cost on terms reasonably acceptable to such party, as long as (i) such party would not incur a materially increased cost (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position), as reasonably determined by such party, in doing so, (ii) such party would not violate any applicable law, rule, regulation or policy of such party, as reasonably determined by such party, in doing so, (iii) such party would not suffer a material penalty, injunction, non-financial burden, reputational harm or other material adverse consequence in doing so, (iv) such party would not incur any material operational or administrative burden in doing so and (v) such party would not, in doing so, be required to take any action that is contrary to the intent of the law or regulation that is subject to the Change in Law and (2) Dealer may exercise its termination right with respect to such event described in this clause (Y) only if Dealer determines, based upon advice of counsel the costs of which are borne by the Dealer, that it is generally exercising its rights to terminate or adjust as a result of such event with respect to any similarly situated customers in the context of the event constituting such Change in Law".
Failure to Deliver:	Not Applicable.
Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; *provided* that: (I) Section 12.9(a)(v) of the Equity Definitions is hereby modified by (i) inserting the following words at the end of clause (A) thereof: "in the manner contemplated by the Hedging Party on the Trade Date", and (ii) inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. For the further avoidance of doubt, any such transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms. Any inability of the Hedging Party referred to in phrases (A) and (B) above that is solely attributable to the deterioration of the creditworthiness of the Hedging Party shall not be deemed a Hedging Disruption.", and (II) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".
Increased Cost of Hedging:	Applicable.
Hedging Party:	Dealer or an affiliate of Dealer that is involved in the hedging of this Transaction for all applicable Additional Disruption Events.
Hedge Positions:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an affiliate thereof" after the words "a party" in the third line.
Determining Party:	Dealer for all applicable Extraordinary Events.

Acknowledgments:

Non-Reliance:	Applicable.
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable.
Additional Acknowledgments:	Applicable.

3. **Mutual Representations, Warranties and Agreements.**

In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, each of Dealer and Counterparty represents and warrants to, and agrees with, the other party that:

(a) **Commodity Exchange Act.** It is an "eligible contract participant" within the meaning of Section 1a(18) of the U.S. Commodity Exchange Act, as amended (the "**CEA**"). The Transaction has been subject to individual negotiation by the parties. The Transaction has not been executed or traded on a "trading facility" as defined in the CEA.

(b) **Securities Act.** It is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, or an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act.

(c) **ERISA.** The assets used in the Transaction (1) are not assets of any "plan" (as such term is defined in Section 4975 of the U.S. Internal Revenue Code (the "**Code**")) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) subject to Title I of ERISA, and (2) do not constitute "plan assets" within the meaning of Department of Labor Regulation 2510.3-101, 29 CFR Section 2510-3-101.

(d) **Notice of Event of Default**. It shall promptly provide written notice to the other party upon obtaining knowledge of the occurrence of any event that would constitute an Event of Default; *provided, however*, that should it be in possession of material non-public information regarding itself, it shall not communicate such information to the other party.

(e) **No Registration**. It understands, agrees and acknowledges that the other party has no obligation or intention to register the Transaction under the Securities Act, any state securities law or other applicable federal or non-U.S. securities law.

(f) **Non-reliance**. (A) It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (B) it is not relying on any communication (written or oral) of the other party or any of its affiliates as investment advice or as a recommendation to enter into the Transaction (it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction), and (C) no communication (written or oral) received from the other party or any of its affiliates shall be deemed to be an assurance or guarantee as to the expected results of the Transaction.

4. **Representations, Warranties and Agreements of Counterparty.**

In addition to the representations and warranties in the Agreement and those contained elsewhere herein, Counterparty further represents, warrants and agrees that:

(a) The representations and warranties of Counterparty set forth in Section 1 of the Purchase Agreement dated as of the Trade Date between Counterparty and Barclays Bank PLC, Deutsche Bank AG, London Branch, Goldman Sachs International and J.P. Morgan Securities PLC (the "**Joint Bookrunners**") (the "**Purchase Agreement**"), relating to the issuance of 0.375% Senior Unsecured Convertible Notes Due 2019 and 0.875% Senior Unsecured Convertible Notes Due 2021 are true and correct and are hereby deemed to be repeated to Dealer as if set forth herein;

(b) As of the Trade Date or the Premium Payment Date, Counterparty (i) has neither (A) filed a request for bankruptcy or been declared bankrupt by a judgment of a competent court in the Netherlands within the meaning of Section 1 of the Netherlands Bankruptcy Act ("Faillisementswet") nor (B) filed a request for a moratorium of payments within the meaning of Section 213 of the Netherlands Bankruptcy Act and (ii) is not and shall not be after giving effect to the Transactions, "insolvent" (as such term is defined in Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "**Bankruptcy Code**")); and on each such date Counterparty would be able to purchase a number of Shares equal to the Number of Shares in compliance with the laws of the jurisdiction of Counterparty's incorporation or organization;

(c) Counterparty shall promptly provide written notice to Dealer upon obtaining knowledge of the occurrence of any event that would constitute a Potential Adjustment Event, a Merger Event or any other Extraordinary Event; *provided, however*, that should Counterparty be in possession of material non-public information regarding Counterparty, Counterparty shall not communicate such information to Dealer;

(d) Counterparty has not violated and will not violate any applicable law (including, without limitation, the Securities Act and the Exchange Act and the regulations promulgated thereunder) in connection with the Transaction;

(e) Counterparty has not entered into the Transaction with the intent to avoid any regulatory filings;

(f) Each of Counterparty's filings under the Securities Act, the Exchange Act, or other applicable securities laws that are required to be filed have been filed and that, as of the respective dates thereof and as of the Trade Date, such filings when considered as a whole (with the more recent such filings deemed to amend inconsistent statements contained in any earlier such filings) do not contain any misstatement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(g) Counterparty is not, and after giving effect to the Transactions will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(h) Counterparty understands, agrees and acknowledges that no obligations of Dealer to it hereunder shall be entitled to the benefit of deposit insurance and that such obligations shall not be guaranteed by any affiliate of Dealer or any governmental agency;

(i) [*negotiated clause*];

(j) Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, Earnings Per Share, ASC Topic 815, Derivatives and Hedging, ASC Topic 480, Distinguishing Liabilities from Equity and ASC 815-40, Derivatives and Hedging – Contracts in Entity's Own Equity (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(k) Counterparty is not entering into the Transaction for the purpose of (i) creating actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or (ii) raising or depressing or otherwise manipulating the price of, or facilitating a distribution of, the Shares (or any security convertible into or exchangeable for the Shares);

(l) Counterparty has not entered into any obligation or undertaking that would contractually limit it from effecting Cash Settlement under this Transaction and it agrees not to enter into any such obligation or undertaking during the term of this Transaction;

(m) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Trade Date and reasonably acceptable to Dealer in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement; *provided* that such opinion of counsel may contain customary exceptions, assumptions and qualifications;

(n) Counterparty is entering into the Transaction, solely for the purposes stated in the board resolution authorizing the Transaction (a copy of which, and such other certificates as Dealer may reasonably request, Counterparty shall deliver to Dealer on or before the Trade Date) and in its public disclosure, and there is no internal policy, whether written or oral, of Counterparty that would prohibit Counterparty from entering into any aspect of the Transaction;

(o) To Counterparty's knowledge, other than reporting requirements pursuant to Chapter 5.3 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and Sections 13 or 16 of the Exchange Act. no federal, state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to Counterparty or the Shares as a result of Counterparty's particular business would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates owning or holding (however defined) Shares; *provided* that Counterparty makes no representation or warranty regarding any such requirement that is applicable generally to the ownership of equity securities by Dealer or its affiliates solely as a result of their being a financial institution or broker-dealer;

(p) Counterparty has discussed the Transaction with its outside tax advisors and has received appropriate comfort from such tax advisors that the tax treatment Counterparty will apply to the Transaction is proper under applicable law; and

5. **Other Provisions.**

(a) **Designation by Dealer.** Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Dealer to purchase, sell, receive or deliver any securities or other assets to or from Counterparty, Dealer may designate any of its affiliates to purchase, sell, receive or deliver such securities or other assets and otherwise to perform Dealer's obligations in respect of the Transaction and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty solely to the extent of and upon any such performance; *provided* that Dealer's obligation shall be reinstated (and Dealer shall have the right to designate another of its affiliates to perform such obligation), as though such performance had not been rendered by such affiliate, in the event and to the extent Counterparty is required to repay or reimburse the amount or value of any payment or other performance by such affiliate on the grounds of the insolvency or other legal, regulatory or contractual constraint on affiliate's payment or performance of such obligation.

(b) **Additional Termination Events.**

If (A) an Amendment Event (as defined below) occurs, (B) an "Event of Default" with respect to Counterparty under the terms of the Convertible Notes as set forth in Section 6.01 of the Indenture occurs and the outstanding Convertible Notes have been declared immediately due and payable in

accordance with Section 6.02 of the Indenture, (C) a Repayment Event occurs or (D) an Early Conversion occurs, then, (i) in the case of (A), (B) or (C), an Additional Termination Event shall occur in respect of which (1) Counterparty shall be the sole Affected Party and the Transaction shall be the sole Affected Transaction and (2) notwithstanding anything to the contrary in the Agreement, Dealer shall designate an Early Termination Date in respect of such Affected Transaction, which shall be no earlier than one Scheduled Trading Day following the occurrence of the event; *provided* that, in the case of a Repayment Event, the Transaction shall be subject to termination only in respect of the number of Convertible Notes that cease to be outstanding in connection with or as a result of such Repayment Event and (ii) in the case of (D), (1) an Additional Termination Event shall occur hereunder with respect to a number of Options equal to the number of the relevant Exercisable Options (the "**Affected Number of Options**"), in which case (x) the sole Affected Transaction shall consist of a transaction identical to the Transaction except that Number of Options for such Affected Transaction shall equal the Affected Number of Options and Counterparty shall be deemed the sole Affected Party and (y) the Transaction shall remain in full force and effect, except that the Number of Options subject to the Transaction immediately prior to the Conversion Date for such Early Conversion shall as of such Conversion Date be reduced by the Affected Number of Options; (2) notwithstanding anything to the contrary in the Agreement, Dealer shall designate an Early Termination Date in respect of such Affected Transaction, which shall be no earlier than one Scheduled Trading Day following the Conversion Date for the related Early Conversion; and (3) for the avoidance of doubt, in determining the amount payable in respect of such Affected Transaction pursuant to Section 6 of the Agreement, the Dealer (I) shall, if the Early Conversion relates to more than USD1,000,000.00 principal amount of Convertible Notes, use commercially reasonable efforts to determine the Share price for purposes of such determination over a period consistent with the "Calculation Period" under the Indenture for the related Early Conversion and (II) shall assume that (x) the relevant Early Conversion and any adjustments, agreements, payments, deliveries or acquisitions by or on behalf of Counterparty leading thereto had not occurred, (y) no adjustments to the Conversion Ratio have occurred pursuant to Section 12.03 or Section 12.04(h) of the Indenture and (z) the corresponding Convertible Notes remain outstanding.

"**Amendment Event**" means that Counterparty amends, modifies, supplements or obtains a waiver with respect to (A) any term of the Indenture or the Convertible Notes governing the principal amount, coupon, maturity, repurchase obligation of Counterparty, redemption right of Counterparty, any term relating to conversion of the Convertible Notes (including changes to the conversion ratio, conversion settlement dates or conversion conditions), or (B) any term that would require consent of the holders of not less than 100% of the principal amount of the Convertible Notes to amend, in each case without the prior written consent of Dealer, such consent not to be unreasonably withheld.

"**Repayment Event**" means that (A) any Convertible Notes are repurchased (whether in connection with or as a result of a change of control, howsoever defined, or for any other reason) by Counterparty or any of its subsidiaries, (B) any Convertible Notes are delivered to Counterparty or any of its subsidiaries in exchange for delivery of any property or assets of Counterparty or any of its subsidiaries (howsoever described), (C) any principal of any of the Convertible Notes is repaid prior to the final maturity date of the Convertible Notes (whether following acceleration of the Convertible Notes or otherwise), or (D) any Convertible Notes are exchanged by or for the benefit of the holders thereof for any other securities of Counterparty or any of its affiliates (or any other property, or any combination thereof) pursuant to any exchange offer or similar transaction; provided that, in the case of clause (B) and clause (D), conversions of the Convertible Notes pursuant to the terms of the Indenture as in effect on the date hereof shall not be Repayment Events.

(c) **Understanding and Acknowledgement.** Counterparty understands and acknowledges that notwithstanding any other relationship between Counterparty and Dealer (and Dealer's affiliates), in connection with this Transaction and any other over-the-counter derivative transaction between Counterparty and Dealer or Dealer's affiliates, Dealer or its affiliates, as the case may be, is acting

as principal and is not a fiduciary or adviser to Counterparty in respect of any such transaction, including any entry into or exercise, amendment, unwind or termination thereof.

(d) **Amendments to Equity Definitions.** Section 12.9(b)(i) of the Equity Definitions is hereby amended by (1) replacing "either party may elect" with "Dealer may elect" and (2) replacing "notice to the other party" with "notice to Counterparty" in the first sentence of such section.

(e) **Repurchase Notices.** On any day on which both (i) Counterparty effects any repurchase of Shares and (ii) Counterparty does not qualify as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, Counterparty shall promptly give Dealer a written notice of such repurchase (a "**Repurchase Notice**") on such day if following such repurchase, the Options Equity Percentage as determined on such day is (i) equal to or greater than 5.0% and (ii) greater by 0.5% than the Options Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater than the Options Equity Percentage as of the Trade Date). The "**Options Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the product of the Number of Options in aggregate and the Option Entitlement under this Transaction or any other bond hedge transaction between the parties and (B) the denominator of which is the number of Shares outstanding on such day. Counterparty agrees to indemnify and hold harmless Dealer and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 "insider", including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within 30 days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person in respect of the foregoing, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction

(f) **Rule 10b-18.** Except as disclosed to Dealer in writing prior to the date on which the offering of the Convertible Notes was first announced, Counterparty represents and warrants to Dealer that it has not made any purchases of blocks by or for itself or any of its Affiliated Purchasers pursuant to the one block purchase per week exception in Rule 10b-18(b)(4) under the Exchange Act during each of the four calendar weeks preceding such date and the calendar week in which such date occurs ("**Rule 10b-18 purchase**," "**blocks**" and "**Affiliated Purchaser**" each as defined in Rule 10b-18 under the Exchange Act ("**Rule 10b-18**")). Counterparty agrees and acknowledges that it shall not, and shall cause its affiliates and Affiliated Purchasers not to, directly or indirectly (including by means of a derivative instrument), enter into any transaction to purchase any Shares during the period beginning on such date and ending on the Last Initial Hedge Date (as defined below).

(g) **Regulation M.** Counterparty represents and warrants to Dealer that Counterparty (A) was not on the date on which the offering of the Convertible Notes was first announced, has not since such date, and is not on the date hereof, engaged in a distribution, as such term is used in Regulation M under the Exchange Act ("**Regulation M"**), of any securities of Counterparty, other than the distribution of the Convertible Notes and (B) shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following the Last Initial Hedge Date (as defined below).

(h) **Early Unwind.** In the event (x) the sale of Convertible Notes is not consummated with the Joint Bookrunners for any reason by 12:00 p.m. London time on March 19, 2014 (or such later date as agreed upon by the parties) or (y) the Joint Bookrunners have terminated the Purchase Agreement pursuant to Section 10 thereof (March 19, 2014, such later agreed date, or the date Dealer becomes aware that the Joint Bookrunners have terminated the Purchase Agreement, as applicable, the "**Early Unwind Date**"), the Transaction shall automatically terminate (the "**Early Unwind**"), on the Early Unwind Date and (i) the Transaction and all of the respective rights and obligations of Dealer and Counterparty under the Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with the Transaction either prior to or after the Early Unwind Date; *provided* that, unless the Early Unwind Date occurred as a result of a breach of the Purchase Agreement by Dealer, Counterparty shall purchase from Dealer on the Early Unwind Date all Shares purchased by Dealer or one of more of its affiliates for the purpose of hedging the Transaction and reimburse Dealer for any costs or expenses (including, without duplication, market losses) relating to the unwinding of its hedging activities in connection with the Transaction (including any loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position) *less* any gain for the Dealer for the unwind of such hedging activity. Any such unwind must be performed by the Dealer in a commercially reasonable manner, it being understood that Dealer shall not increase its hedge positions after the Early Unwind Date. The amount of any such reimbursement shall be determined by Dealer in its sole good faith discretion and, upon request by Counterparty, documented to Counterparty in reasonable detail. Dealer shall notify Counterparty of such amount and Counterparty shall pay such amount in immediately available funds on the Early Unwind Date. Dealer and Counterparty represent and acknowledge to the other that, subject to the proviso included in this paragraph, upon an Early Unwind, all obligations with respect to the Transaction shall be deemed fully and finally discharged.

(i) **Transfer or Assignment.** Counterparty may not transfer or assign any of its rights or obligations under the Transaction or the Agreement without the prior written consent of Dealer. Notwithstanding any provision of the Agreement to the contrary, Dealer may, subject to applicable law, freely transfer and assign all of its rights and obligations under the Transaction or the Agreement without the consent of Counterparty to any affiliate of Dealer with a rating (or whose guarantor has a rating) for its long term, unsecured and unsubordinated indebtedness of A- or better by Standard & Poor's Ratings Services or its successor ("**S&P**"), or A3 or better by Moody's Investors Service, Inc. or its successor

("**Moody's**") or, if either S&P or Moody's ceases to rate such debt, at least an equivalent rating or better by a substitute rating agency mutually agreed by Counterparty and Dealer.

If at any time at which (1) the Equity Percentage exceeds (A) for so long as Counterparty qualifies as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, 14.5% or (B) at any time Counterparty does not qualify as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, 8.0% or (2) Dealer, Dealer Group (as defined below) or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "**Dealer Person**") under any relevant Dutch corporate law or state or federal or non-U.S. bank holding company or banking laws, or other federal, state, local or non-U.S. laws, regulations, regulatory orders or organizational documents or contracts of Counterparty that are applicable to ownership of Shares, other than Chapter 5.3 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), ("**Applicable Laws**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state, federal, local or non-U.S. regulator) of a Dealer Person, or could result in an adverse effect on a Dealer Person, as determined by Dealer in its reasonable discretion, under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1.0% of the number of Shares outstanding on the date of determination (either such condition described in clause (1) or (2), an "**Excess Ownership Position**") and Dealer is unable, after commercially reasonable efforts, to effect a transfer or assignment on pricing terms and within a time period reasonably acceptable to it of all or a portion of the Transaction such that an Excess Ownership Position no longer exists, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "**Terminated Portion**") of the Transaction, such that an Excess Ownership Position no longer exists. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (x) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Shares equal to the Terminated Portion, (y) Counterparty shall be the sole Affected Party with respect to such partial termination and (z) such Transaction shall be the only Terminated Transaction. The "**Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that Dealer and any of its affiliates subject to aggregation with Dealer, for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer ("**Dealer Group**"), beneficially own (within the meaning of Section 13 of the Exchange Act) on such day and (B) the denominator of which is the number of Shares outstanding on such day.

(j) **Ratings Decline**. If at any time the long term, unsecured and unsubordinated indebtedness of Dealer is rated lower than Baa3 by Moody's and lower than BBB- by S&P (any such rating, a "**Ratings Downgrade**"), then Counterparty may, at any time following the occurrence and during the continuation of such Ratings Downgrade, provide written notice to Dealer specifying that it elects for this provision to apply (a "**Trigger Notice**"). Upon receipt by Dealer of a Trigger Notice from Counterparty, Dealer shall promptly elect that either (i) the parties shall negotiate in good faith terms for collateral arrangements (including, at Dealer's election, custody by a third party) pursuant to which Dealer is required to provide collateral (including, but not limited to, equity or equity-linked securities issued by Counterparty) to Counterparty in respect of the Transaction with a value equal to the full mark-to-market exposure of Counterparty under the Transaction, as determined by Dealer in a good faith commercially reasonable manner, or (ii) an Additional Termination Event shall occur and, with respect to such Additional Termination Event, (A) Counterparty shall be deemed to be the sole Affected Party, and (B) the Transaction shall be the sole Affected Transaction. If requested by Counterparty at any time following the Premium Payment Date, the parties shall commence negotiation of documentation for such collateral arrangements.

(k) **[Regulation of Dealer**. *Negotiated clause*.]

(l) **[Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act**. *Negotiated clause*.]

(m) **Netting and Setoff.** In addition to any rights of set-off a party may have as a matter of law or otherwise, upon the occurrence of an Event of Default or Termination Event with respect to a party who is the Defaulting Party or the Affected Party ("**X**"), the other party ("**Y**") will have the right (but not be obliged) without prior notice to X or any other person to set off or apply any obligation of X owed to Y (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y owed to X (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation). Y will give notice to the other party of any set-off effected under this paragraph. Amounts (or the relevant portion of such amounts) subject to set-off may be converted by Y into the Termination Currency at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency. If any obligation is unascertained, Y may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained. Nothing in this section shall be effective to create a charge or other security interest. Notwithstanding the foregoing, the rights of Y pursuant to this provision shall not permit the exercise of set-off rights in respect of obligations owed by either party pursuant to any Equity Contract. "**Equity Contract**" shall mean for purposes of this paragraph any transaction relating to Shares between X and Y that qualifies as 'equity' under accounting rules applicable to Counterparty.

(n) **Reserved.**

(o) **Reserved**.

(p) **Registration.** Counterparty hereby agrees that if, in the good faith reasonable judgment of Dealer, the Shares ("**Hedge Shares**") acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction cannot be sold in the public market by Dealer without registration under the Securities Act, Counterparty shall, at its election, either (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, make available to Dealer an effective registration statement under the Securities Act and (A) enter into an agreement, in form and substance satisfactory to Dealer, substantially in the form of an underwriting agreement for a registered offering (without any underwriter compensation), (B) provide accountant's "comfort" letters customary in form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty reasonably acceptable to Dealer, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a due diligence investigation with respect to Counterparty customary in scope for underwritten offerings of equity securities; *provided*, *however*, that if Dealer, in its sole reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or clause (iii) of this paragraph shall apply at the election of Counterparty; (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into and comply with a private placement agreement substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance satisfactory to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any commercially reasonable discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement); or (iii) purchase the Hedge Shares from Dealer at the closing price on such Exchange Business Days, and in the amounts, requested by Dealer.

(q) **Tax Disclosure.** Notwithstanding anything to the contrary herein, in the Equity Definitions or in the Agreement, and notwithstanding any express or implied claims of exclusivity or proprietary rights, the parties (and each of their employees, representatives or other agents) are authorized to disclose to any and all persons, beginning immediately upon commencement of their discussions and without limitation of any kind, the tax treatment and tax structure of the Transaction, and all materials of any kind (including opinions or other tax analyses) that are provided by either party to the other relating to such tax treatment and tax structure.

(r) **Reserved.**

(s) **Securities Contract.** The parties hereto agree and acknowledge that Dealer is one or more of a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101 (22A) of the Bankruptcy Code. The parties hereto further agree and acknowledge (A) that this Confirmation is a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "settlement payment" (as such term is defined in Section 741(8) of the Bankruptcy Code) or a "transfer" within the meaning of Section 546 of the Bankruptcy Code and (B) that Dealer is entitled to the protections afforded by, among other sections, Section 362(b) (6), 362(b)(27), 362(o), 546(e), 546(j), 548(d)(2), 555 and 561 of the Bankruptcy Code.

(t) **No Material Non-Public Information.** Dealer shall provide a written notice to Counterparty promptly following the date on which Dealer has completed all purchases of Shares or other transactions to hedge initially its exposure with respect to the Transaction (such date, the "**Last Initial Hedge Date**"), which it shall complete as soon as reasonably practicable. On each day during the period beginning on the Trade Date and ending on the earlier of (i) the 3rd Exchange Business Day following the Trade Date and (ii) the Last Initial Hedge Date, Counterparty represents and warrants to Dealer that none of Counterparty and its officers and directors is aware or in possession of any material non-public information or any information constituting inside information (*voorwetenschap*), as defined in article 5:53 of the FMSA, concerning Counterparty, the Shares or trading in the shares. "Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of Counterparty.

(u) **Right to Extend.** Dealer may postpone any Exercise Date or postpone or extend any other date of valuation or delivery with respect to some or all of the relevant Options (in which event the Calculation Agent shall make appropriate adjustments to the Settlement Amount for such Options), if Dealer determines, in its commercially reasonable discretion, that such postponement or extension is necessary or appropriate to preserve Dealer' or its affiliate's hedging or hedge unwind activity hereunder in light of existing liquidity conditions or to enable Dealer or its affiliate to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer or such affiliate were Issuer or an affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer and/or such affiliate; provided that Dealer may not postpone or extend any such date by more than 100 Trading Days.

(v) **Wall Street Transparency and Accountability Act of 2010.** The parties hereby agree that none of (i) Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the "**WSTAA**"), (ii) any similar legal certainty provision included in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, (iii) the enactment of the WSTAA or any regulation under the WSTAA, (iv) any requirement under the WSTAA or (v) any amendment made by the WSTAA shall limit or otherwise impair either party's right to terminate, renegotiate, modify, amend or supplement this Confirmation, any Transaction hereunder or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased cost, regulatory change or similar event

under this Confirmation, the Equity Definitions or the Agreement (including, but not limited to, any right arising from any Change in Law, Insolvency Filing, Hedging Disruption, Increased Cost of Hedging, Loss of Stock Borrow, Increased Cost of Stock Borrow, or Illegality (as defined in the Agreement)).

(w) **Payments on Early Termination**. The parties hereto agree that for the Transaction, for the purposes of Section 6(e) of the Agreement, Second Method and Loss will apply and in the event that (i) an Early Termination Date occurs or is designated with respect to the Transaction as a result of a Termination Event or an Event of Default (other than an Event of Default arising under Section 5(a)(ii) or 5(a)(iv) of the Agreement) and, as a result, Counterparty owes to Dealer pursuant to Section 6(e) of the Agreement an amount calculated thereunder, such amount shall be deemed to be zero. The Termination Currency shall be USD.

(x) **Governing Law.** This Confirmation and the Agreement, and any claims, causes of action or disputes arising hereunder or thereunder or relating hereto or thereto, shall be governed by the laws of the State of New York (without reference to choice of law doctrine that would lead to the application of the laws of any jurisdiction other than New York).

(y) **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THE TRANSACTION. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THE TRANSACTION, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS PROVIDED HEREIN.

(z) **Submission to Jurisdiction.** THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

(aa) **Process Agent.** For purposes of Section 13(c) of the Agreement, Counterparty appoints QIAGEN North American Holdings, Inc. at 19300 Germantown Road, Germantown, MD 20874 as its Process Agent [and Dealer appoints [ ] as its Process Agent].

(bb) **2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.** [*negotiated clause*]

(cc) **Reserved.**

(dd) **Part 2(b) of the ISDA Schedule – Payee Representation:**

For the purpose of Section 3(f) of this Agreement, Counterparty makes the following representation to Dealer:

[*negotiated clause*].

For the purpose of Section 3(f) of this Agreement, Dealer makes the following representation to Counterparty:

[*negotiated clause*].

(ee) **Part 3(a) of the ISDA Schedule – Tax Forms:**

Party Required to Deliver Document

	Form/Document/Certificate	Date by which to be Delivered
Counterparty	A complete and duly executed United States Internal Revenue Service Form W-8BEN (or successor thereto.)	(i) Upon execution and delivery of this Agreement; (ii) promptly upon reasonable demand by Dealer; and (iii) promptly upon learning that any such Form previously provided by Counterparty has become obsolete or incorrect.
Dealer	A complete and duly executed United States Internal Revenue Service Form [ ] (or successor thereto.)	(i) Upon execution and delivery of this Agreement; (ii) promptly upon reasonable demand by Counterparty; and (iii) promptly upon learning that any such Form previously provided by Dealer has become obsolete or incorrect.

(ff) **Additional ISDA Schedule Terms**

(i) **Automatic Early Termination**. The "Automatic Early Termination" provision of Section 6(a) of the Agreement will not apply to Dealer and will not apply to Counterparty.

(ii) **Consent to Recording**. Each party (i) consents to the monitoring or recording, at any time and from time to time, by the other party of any and all communications between officers or employees of the parties, (ii) waives any further notice of such monitoring or recording, and (iii) agrees to notify (and, if required by law, obtain the consent of) its officers and employees with respect to such monitoring or recording. Any such recording may be submitted in evidence to any court or in any Proceeding for the purpose of establishing any matters pertinent to this Transaction.

(iii) **Severability**. In the event any one or more of the provisions contained in this Confirmation or the Agreement shall be held illegal, invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

(gg) **Foreign Merger.** If, at any reasonable time following the occurrence of any Foreign Merger, the Calculation Agent reasonably determines in its good faith judgment that (x) such Foreign Merger has had a material adverse effect on Dealer's rights and obligations under the Transaction or (y) Dealer would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions and excluding (I) any *de minimis* increased amount of tax, duty, expense or fee, as determined by the Calculation Agent, and (II) such increased amount that is incurred solely due to the deterioration of the creditworthiness of Dealer and/or any of its affiliates that are conducting hedging in connection with this Transaction), to (1) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset (s) it deems necessary to hedge the economic risk of entering into and performing its obligations with respect to the Transaction, or (2) realize, recover or remit the proceeds of any such transaction(s) or asset(s) (each of the events described in clause (x) and clause (y) above, a "**Foreign Merger Event**"), then, in either case, the Calculation Agent shall give prompt notice to Counterparty of such Foreign

Merger Event, and Dealer, the issuer of the Affected Shares and the New Issuer shall work in good faith to negotiate and enter into additional documentation or modify the terms of the existing documentation in a manner that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer and Counterparty to continue, or New Issuer to accede, as applicable, as a party to the Transaction in the context of the Foreign Merger Event. If the additional documentation or modification to the terms of the existing documentation has not been mutually agreed to within 5 Scheduled Trading Days of the Calculation Agent's notice, the Calculation Agent shall give notice to Counterparty of a commercially reasonable Price Adjustment that the Calculation Agent determines, in its good faith, commercially reasonable judgment, appropriate to account for the economic effect on the Transaction of such Foreign Merger Event (without duplication of any adjustments determined pursuant to any other provision of this Transaction) and provide Counterparty with supporting documentation for such Price Adjustment (unless the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, in which case the Calculation Agent shall so notify Counterparty). Unless the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, within two Scheduled Trading Days of receipt of such notice, Counterparty shall notify Dealer that it elects to (A) agree to amend the Transaction to take into account such Price Adjustment or (B) pay Dealer an amount determined by the Calculation Agent (and in respect of which the Calculation Agent has provided to Counterparty supporting documentation) that corresponds to such Price Adjustment (and, in each case, Counterparty shall be deemed to have repeated the representation set forth in Section 5(t) of this Confirmation as of the date of such election). If Counterparty fails to give such notice to Dealer of its election by the end of that second Scheduled Trading Day, or if the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, then such failure or such determination, as the case may be, shall constitute an Additional Termination Event applicable to the Transaction and, with respect to such Additional Termination Event, (1) Counterparty shall be deemed to be the sole Affected Party, (2) the Transaction shall be the sole Affected Transaction and (3) Dealer shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement.

6. **Account Details:**

(a) Account for payments to Counterparty:

Bank: Deutsche Bank AG, Düsseldorf
SWIFT: DEUTDEDDXXX
Acct: Qiagen N.V.
Acct No.: 755167400

(b) Account for payments to Dealer:

Bank: [ ]

ABA# [ ]
FAO: [ ]
Acct: [ ]
Swift: [ ]

7. **Offices:**

The Office of Counterparty for the Transaction is: [ ].

The Office of Dealer for the Transaction is: [ ].

8. **Notices:**

For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

Qiagen N.V.
Spoorstraat 50, 5911-KJ
Venlo, The Netherlands
Attention: Global Treasury
Telephone No.: 31 77 355 6644
Facsimile No.: 31 77 355 6640

(b) Address for notices or communications to Dealer:

[ ]

Attention: [ ]

Telephone No.: [ ]
Facsimile No.: [ ]

This Confirmation may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Counterparty hereby agrees to check this Confirmation and to confirm that the foregoing correctly sets forth the terms of the Transaction by signing in the space provided below and returning to Dealer a facsimile of the fully-executed Confirmation. Originals shall be provided for your execution upon your request.

Yours sincerely,

[ ]

By: _____
Name:
Title:

Accepted and confirmed as of the Trade Date:

QIAGEN N.V.

By: _____
Name:
Title:

SCHEDULE A

For purposes of this Transaction, the following terms shall have the following values/meanings:

1. Strike Price:	USD200,000.00 *divided* by 7,056.7273, or approximately USD28.3418.
2. Premium:	USD[ ].
3. Premium Payment Date:	The closing date for the initial issuance of the Convertible Notes.

TEMPLATE FOR CLOSING BIBLE

DATE:	March 12, 2014
TO:	Qiagen N.V. Spoorstraat 50, 5911-KJ Venlo, The Netherlands
ATTENTION:	Global Treasury
TELEPHONE:	31 77 355 6644
FACSIMILE:	31 77 355 6640
FROM:	[ ]
ATTENTION:	[ ]
TELEPHONE:	[ ]
FACSIMILE:	[ ]
SUBJECT:	Bond Hedge Transaction
Reference Number(s):	[ ]

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between [ ] ("**Dealer**") and Qiagen N.V. ("**Counterparty**") on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**"), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. Certain defined terms used herein have the meanings assigned to them in the Indenture to be dated on or about March 19, 2014 between Counterparty, Deutsche Trustee Company Limited, as Trustee, Deutsche Bank AG, London Branch, as Paying Agent and Conversion Agent and Deutsche Bank Luxembourg S.A., as Note Registrar, Transfer Agent and Authentication Agent (as such definitions may be amended, modified or supplemented from time to time, but only if such amendment, modification or supplement is consented to by Dealer and Counterparty in writing, the "**Indenture**") relating to USD300,000,000 principal amount of 0.875% Senior Unsecured Convertible Notes due 2021 (the "**Convertible Notes**") issued by Counterparty. In the event of any inconsistency between the Indenture and this Confirmation, this Confirmation shall govern. For the avoidance of doubt, references herein to sections of the Indenture are based on the draft of the Indenture most recently reviewed by the parties at the time of this Confirmation. If any relevant sections of the Indenture are changed, added, or renumbered following execution of this Confirmation, the parties will amend this Confirmation in good faith to preserve the economic intent of the parties.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

1. This Confirmation evidences a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall supplement, form a part of, and be subject to, an agreement in the form of the ISDA 1992 Master Agreement (Multicurrency – Cross Border) as if Dealer and Counterparty had executed an agreement (the "**Agreement**") in such form (without any Schedule but provided that (i) the "Cross Default" provisions of Section 5(a)(vi) shall be applicable to Dealer and to Counterparty, (ii) the words ", or becoming capable at such time of being declared," shall be deleted from such Section 5(a)(vi), (iii) the "Threshold Amount" in relation to Counterparty shall be $50,000,000 and in relation to Dealer shall be an amount

equal to three percent (3%) of the shareholders' equity of Dealer as of the Trade Date, and (iv) "Specified Indebtedness" shall not include any obligation in respect of deposits received in the ordinary course of a party's banking business, and with such other elections set forth in this Confirmation) on the Trade Date. In the event of any inconsistency among this Confirmation, the Equity Definitions or the Agreement, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) this Confirmation; (ii) the Equity Definitions; and (iii) the Agreement. The parties hereby agree that no Transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	March 12, 2014.
Option Style:	Modified American, as described below under "Procedures for Exercise".
Option Type:	Call.
Buyer:	Counterparty.
Seller:	Dealer.
Shares:	The ordinary shares, par value EUR 0.01 per share, of Counterparty (NASDAQ ticker symbol "QGEN").
Number of Options:	1,500.
Option Entitlement:	As of any date, a number of Shares per Option equal to the Applicable Percentage *multiplied by* the "Conversion Ratio" (as defined in the Indenture) as of such date (but without regard to any adjustments to the "Conversion Ratio" pursuant to Section 12.03 or to Section 12.04 (h) of the Indenture).
Strike Price:	As provided in Schedule A to this Confirmation.
Applicable Percentage:	[ ]%.
Premium:	As provided in Schedule A to this Confirmation.
Premium Payment Date:	As provided in Schedule A to this Confirmation.
Exchange:	The NASDAQ Global Select Market.
Related Exchange(s):	All Exchanges.
Calculation Agent:	Dealer; *provided* that all determinations made by Calculation Agent shall be made in good faith and in a commercially reasonable manner; *provided further* that (i) upon receipt of written request from Counterparty, the Calculation Agent shall promptly provide Counterparty with a written explanation describing in reasonable detail any calculation, adjustment, or determination made by it (including any quotation, market data or information from internal or external sources used in making such calculation, adjustment or determination, as the case may be, but without disclosing Calculation Agent's proprietary models or other information that may be proprietary or confidential) and shall use commercially reasonable efforts to provide such written explanation within five (5) Exchange Business Days from receipt of such request, (ii) if an Event of Default described in Section 5(a)(vii) of the Agreement has occurred and is continuing with respect to Dealer, the Calculation Agent shall be a leading recognized dealer in equity derivatives designated in good faith by Counterparty for so long as such Event of Default is continuing and (iii) if Counterparty promptly disputes in writing any calculation, adjustment or determination and provides reasonable detail as to the basis for such dispute, the Calculation Agent shall discuss the dispute with Counterparty and shall consider in good faith any alternative calculations, adjustments or determinations proposed by Counterparty, it being understood that the Calculation Agent's calculation, adjustment or determination, modified to the extent the Calculation Agent determines appropriate after such consideration, shall apply to the Transaction.

Procedures for Exercise:

Conversion Dates:	Each "Conversion Date" (as defined in the Indenture) occurring during the Exercise Period for Convertible Notes in denominations of USD 200,000 principal amount that are surrendered for conversion on such Conversion Date in accordance with the terms of the Indenture, subject to "Notice of Exercise" below (such Convertible Notes, the "**Relevant Convertible Notes**").

Exercisable Options:	In respect of each Conversion Date, a number of Options equal to the number of Relevant Convertible Notes in denominations of USD 200,000 principal amount surrendered for conversion on such Conversion Date in accordance with the terms of the Indenture, subject to "Notice of Exercise" below, but no greater than the Number of Options.
Free Convertibility Date:	September 20, 2020
Exercise Period:	The period from and including the Premium Payment Date to and including the Expiration Date.
Expiration Date:	Notwithstanding anything to the contrary in Section 3.1(f) of the Equity Definitions, "Expiration Date" shall mean the earlier of (x) the last day on which any Convertible Notes remain outstanding and (y) the fifth Scheduled Trading Day immediately preceding the "Maturity Date" (as defined in the Indenture).
Multiple Exercise:	Applicable, as provided under "Exercisable Options" above.
Automatic Exercise:	Applicable, subject to "Notice of Exercise" below.
Notice of Exercise:	Notwithstanding anything to the contrary in the Equity Definitions or under "Exercisable Options" above, in order to exercise any Exercisable Options, Counterparty must notify Dealer in writing prior to 5:00 p.m., New York City time, on the day that is at least two Scheduled Trading Days prior to the first day of the applicable Conversion Period (as defined below) in respect of the Options being exercised (or, in the case of an Early Conversion prior to the Conversion Period, prior to 5:00 p.m., New York City time, on the day that is at least two Scheduled Trading Days' prior to the first day of the applicable "Calculation Period" (as defined in the Indenture)) (the "**Exercise Notice Deadline**") of (i) the number of such Options (including, if applicable, whether all or any portion of the Convertible Notes relating to such Options are Convertible Notes as to which additional Shares would be added to the "Conversion Ratio" (as defined in the Indenture) pursuant to Section 12.03 of the Indenture (the "**Make-Whole Convertible Notes**")) and (ii) the scheduled first day of the applicable Conversion Period (or, in the case of an Early Conversion, the scheduled first day of the applicable "Calculation Period" (as defined in the Indenture)); *provided* that (I) in respect of any Options relating to Relevant Convertible Notes with a Conversion Date occurring on or after the Free Convertibility Date (other than Make-Whole Convertible Notes), such notice may be given on or prior to the Scheduled Trading Day immediately preceding the Expiration Date and need only specify the information required in clause (i) above, and (II) with respect to (a) any Exercisable Options exercised prior to the Free Convertibility Date or (b) any Exercisable Options relating to Make-Whole Convertible Notes exercised on or after the Free Convertibility Date (any exercise pursuant to clause (a) or (b), an "**Early Conversion**"), an Additional Termination Event shall be deemed to occur with respect to a number of Options equal to the number of Exercisable Options so exercised, as provided in clause (D) under "Additional Termination Events" in paragraph 5(b) below. Notwithstanding the foregoing, notice in respect of any exercise of Options hereunder (and the related exercise of Options) shall be effective if given after 5:00 p.m., New York City time, on the Exercise Notice Deadline, but prior to 5:00 p.m., New York City time, on the fifth Scheduled Trading Day following the Exercise Notice Deadline, in which event the Calculation Agent shall have the right to adjust the Cash Settlement Amount as appropriate to reflect the additional costs (including, but not limited to, hedging mismatches and market losses) and expenses incurred by Dealer in connection with its hedging activities (including the unwinding of any hedge position) as a result of Dealer not having received such notice on or prior to the Exercise Notice Deadline and, if appropriate, to delay the Settlement Date.
Settlement Terms:	
Settlement Method:	For any Option, Cash Settlement.
Cash Settlement:	In lieu of Section 8.1 of the Equity Definitions, Dealer will pay to Counterparty, on the relevant Settlement Date for each Option, an amount of cash (the "**Cash Settlement Amount**") equal to the *sum* of the amounts determined for each Trading Day during the applicable Conversion Period for such Option consisting of (i) the Daily Option Value for such Trading Day, *divided by* (ii) the number of Trading Days in the applicable Conversion Period.

Daily Option Value:	For any Trading Day, an amount equal to (i) the Option Entitlement on such Trading Day, *multiplied by* (ii)(x) the VWAP Price on such Trading Day *minus* (y) the Strike Price on such Trading Day; *provided* that if the calculation contained in clause (ii) above results in a negative number, the Daily Option Value for such Trading Day shall be deemed to be zero. In no event will the Daily Option Value be less than zero.
Trading Day:	A day on which trading in the Shares generally occurs on the Exchange and there is no Market Disruption Event. If the Shares are not so traded or quoted, "Trading Day" means Business Day.
Scheduled Trading Day:	Any day that is scheduled to be a Trading Day.
Business Day:	A day (other than a Saturday or Sunday) on which banks are open for general business in New York City, London, Amsterdam and Frankfurt and (in relation to any date for the payment or purchase of a currency other than U.S. dollars) the principal financial center of the country of that currency.
Market Disruption Event:	Section 6.3(a) of the Equity Definitions is hereby replaced in its entirety by the following: "'Market Disruption Event' means (a) a failure by the Exchange to open for trading during its regular trading session or (b) the occurrence or existence, prior to 1:00 p.m., local time, on any Trading Day for the Shares, of an aggregate one half-hour period of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or quotation system or otherwise) in the Shares or in any options, contracts or futures contracts relating to the Shares."
VWAP Price:	On any Trading Day, the per Share volume-weighted average price of the Shares as displayed under the heading "Bloomberg VWAP" on Bloomberg page "QGEN US <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled opening of trading of the primary trading session on the Exchange until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable on any such Trading Day, the market value of one Share on such Trading Day as determined by the Calculation Agent using a volume-weighted average price method), determined without regard to after-hours trading or any other trading outside of the regular trading session.
Conversion Period:	For any Option, the 50 consecutive Trading Days commencing on, and including, the 55th Scheduled Trading Day immediately prior to the "Maturity Date" (as defined in the Indenture).
Settlement Date:	For any Option, the third Business Day immediately following the final Trading Day of the applicable Conversion Period for such Option.
Settlement Currency:	USD.

Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment, which means that, notwithstanding Section 11.2(c) of the Equity Definitions, upon any adjustment to the "Conversion Ratio" (as defined in the Indenture) and/or the nature of the Shares under the Convertible Notes pursuant to the Indenture (other than an increase in the "Conversion Ratio" pursuant to Sections 12.03 and 12.04(h) of the Indenture), the Calculation Agent will make a corresponding adjustment to any one or more of the Strike Price, Number of Options, the Option Entitlement and any other term relevant to the exercise, settlement, payment or other terms of the Transaction. Counterparty agrees that it will notify Dealer prior to the effectiveness of any such adjustment and, if the Calculation Agent in good faith disagrees with any adjustment to the Convertible Notes that involves an exercise of discretion by Counterparty, its board of directors or the "Calculation Agent" under the Indenture (including, without limitation, pursuant to Section 12.04(g) of the Indenture or in connection with any proportional adjustment or the determination of the fair value of any securities, property, rights or other assets), then in each such case, the Calculation Agent will determine the adjustment to be made to any one or more of the Strike Price, Number of Options, Option Entitlement and any other terms relevant to the exercise, settlement or payment for the Transaction in a commercially reasonable manner.
Potential Adjustment Events:	Notwithstanding Section 11.2(e) of the Equity Definitions, a "Potential Adjustment Event" means an occurrence of any event or condition, as set forth in Section 12.04 (a)-(e) and (g) of the Indenture that would result in an adjustment to the "Conversion Ratio" (as defined in the Indenture) of the Convertible Notes; *provided* that in no event shall there be any adjustment hereunder as a result of an adjustment to the "Conversion Ratio" pursuant to Sections 12.03 or 12.04(h) of the Indenture.

Extraordinary Events:

Merger Events:	Notwithstanding Section 12.1(b) of the Equity Definitions, a "Merger Event" means the occurrence of any event or condition set forth in Section 12.05 of the Indenture.
Notice of Merger Consideration:	Upon the occurrence of a Merger Event that causes the Shares to be converted into or exchanged for more than a single type of consideration (determined based in part upon the form of election of the holders of the Shares), Counterparty shall promptly notify the Calculation Agent in writing of the types and amounts of consideration that holders of Shares have affirmatively elected to receive upon consummation of such Merger Event; *provided* that in no event shall the date of such notification be later than the date on which such Merger Event is consummated.

Consequences of Merger Events:	Notwithstanding Section 12.2 of the Equity Definitions, upon the occurrence of a Merger Event, the Calculation Agent shall make a corresponding adjustment in respect of any adjustment under the Indenture to any one or more of the nature of the Shares, the Strike Price, the Number of Options, the Option Entitlement and any other term relevant to the exercise, settlement, payment or other terms of the Transaction; provided, however, that such adjustment shall be made without regard to any adjustment to the "Conversion Ratio" (as defined in the Indenture) for the issuance of additional shares as set forth in 12.03 or 12.04(h) of the Indenture. If, in respect of any Merger Event to which the immediately preceding paragraph applies, the adjustments to be made in accordance with such paragraph would result in Counterparty being different from the issuer of the Shares or Counterparty or such issuer being organized in a jurisdiction other than the Netherlands (a "**Foreign Merger**"), then with respect to such Merger Event, as a condition precedent to the adjustments contemplated in the immediately preceding paragraph, Dealer, Counterparty and the entity that will be the issuer of the Shares (the "**New Issuer**") shall work in good faith to negotiate and enter into such documentation containing representations, warranties and agreements relating to securities law and other issues as requested by Dealer that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer and Counterparty to continue, or the New Issuer to accede, as applicable, as a party to the Transaction, as adjusted under the immediately preceding paragraph (which adjustments shall be made without duplication of any adjustments determined pursuant to any other provision of this Transaction), and to preserve Dealer's hedging or hedge unwind activities in connection with the Transaction in a manner compliant with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Dealer), and if such documentation has not been mutually agreed to on or prior to the Merger Date or if the Calculation Agent determines that the adjustment under the immediately preceding paragraph will not produce a commercially reasonable result, then, at Dealer's election, Cancellation and Payment (Calculation Agent Determination) shall apply or the Transaction shall continue without such documentation or adjustment.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); *provided* that Section 12.6(a)(iii) of the Equity Definitions is hereby amended and restated in its entirety as follows: "'Delisting' means that the Shares, as adjusted pursuant to the terms of the Transaction, cease (or the Exchange announces that, pursuant to the rules of such Exchange, such Shares will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not (or will not be) immediately re-listed, re-traded or re-quoted (and fail (or will fail) to continue to be listed, traded or quoted) on any of the Frankfurt Stock Exchange (Prime Standard), the London Stock Exchange (Main Market), Euronext (in Paris or Amsterdam), the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted (or continue to be listed, traded or quoted) on any such exchange or quotation system (or, if more than one, the exchange or quotation system selected by the Calculation Agent), such exchange or quotation system shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments to the terms of the Transaction (including, for the avoidance of doubt, modifying the definition of Shares and Settlement Price), as if Modified Calculation Agent Adjustment were applicable to such event."
Additional Disruption Events:	

Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or announcement or statement of, the formal or informal interpretation", (ii) by replacing the word "Shares" where it appears in clause (X) thereof with the words "Hedge Positions", (iii) by immediately following the word "Transaction" in clause (X) thereof, adding the phrase "in the manner contemplated by the Hedging Party on the Trade Date" and (iv) adding the following proviso to the end of clause (Y) thereof: "provided that (1) such party has used commercially reasonable efforts to avoid such increased cost on terms reasonably acceptable to such party, as long as (i) such party would not incur a materially increased cost (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position), as reasonably determined by such party, in doing so, (ii) such party would not violate any applicable law, rule, regulation or policy of such party, as reasonably determined by such party, in doing so, (iii) such party would not suffer a material penalty, injunction, non-financial burden, reputational harm or other material adverse consequence in doing so, (iv) such party would not incur any material operational or administrative burden in doing so and (v) such party would not, in doing so, be required to take any action that is contrary to the intent of the law or regulation that is subject to the Change in Law and (2) Dealer may exercise its termination right with respect to such event described in this clause (Y) only if Dealer determines, based upon advice of counsel the costs of which are borne by the Dealer, that it is generally exercising its rights to terminate or adjust as a result of such event with respect to any similarly situated customers in the context of the event constituting such Change in Law".
Failure to Deliver:	Not Applicable.
Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; *provided* that: (I) Section 12.9(a)(v) of the Equity Definitions is hereby modified by (i) inserting the following words at the end of clause (A) thereof: "in the manner contemplated by the Hedging Party on the Trade Date", and (ii) inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. For the further avoidance of doubt, any such transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms. Any inability of the Hedging Party referred to in phrases (A) and (B) above that is solely attributable to the deterioration of the creditworthiness of the Hedging Party shall not be deemed a Hedging Disruption.", and (II) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".
Increased Cost of Hedging:	Applicable.
Hedging Party:	Dealer or an affiliate of Dealer that is involved in the hedging of this Transaction for all applicable Additional Disruption Events.
Hedge Positions:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an affiliate thereof" after the words "a party" in the third line.
Determining Party:	Dealer for all applicable Extraordinary Events.

Acknowledgments:

Non-Reliance:	Applicable.
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable.
Additional Acknowledgments:	Applicable.

3. **Mutual Representations, Warranties and Agreements.**

In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, each of Dealer and Counterparty represents and warrants to, and agrees with, the other party that:

(a) **Commodity Exchange Act.** It is an "eligible contract participant" within the meaning of Section 1a(18) of the U.S. Commodity Exchange Act, as amended (the "**CEA**"). The Transaction has been subject to individual negotiation by the parties. The Transaction has not been executed or traded on a "trading facility" as defined in the CEA.

(b) **Securities Act.** It is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, or an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act.

(c) **ERISA.** The assets used in the Transaction (1) are not assets of any "plan" (as such term is defined in Section 4975 of the U.S. Internal Revenue Code (the "**Code**")) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) subject to Title I of ERISA, and (2) do not constitute "plan assets" within the meaning of Department of Labor Regulation 2510.3-101, 29 CFR Section 2510-3-101.

(d) **Notice of Event of Default**. It shall promptly provide written notice to the other party upon obtaining knowledge of the occurrence of any event that would constitute an Event of Default; *provided, however*, that should it be in possession of material non-public information regarding itself, it shall not communicate such information to the other party.

(e) **No Registration**. It understands, agrees and acknowledges that the other party has no obligation or intention to register the Transaction under the Securities Act, any state securities law or other applicable federal or non-U.S. securities law.

(f) **Non-reliance**. (A) It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (B) it is not relying on any communication (written or oral) of the other party or any of its affiliates as investment advice or as a recommendation to enter into the Transaction (it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction), and (C) no communication (written or oral) received from the other party or any of its affiliates shall be deemed to be an assurance or guarantee as to the expected results of the Transaction.

4. **Representations, Warranties and Agreements of Counterparty.**

In addition to the representations and warranties in the Agreement and those contained elsewhere herein, Counterparty further represents, warrants and agrees that:

(a) The representations and warranties of Counterparty set forth in Section 1 of the Purchase Agreement dated as of the Trade Date between Counterparty and Barclays Bank PLC, Deutsche Bank AG, London Branch, Goldman Sachs International and J.P. Morgan Securities PLC (the "**Joint Bookrunners**") (the "**Purchase Agreement**"), relating to the issuance of 0.375% Senior Unsecured Convertible Notes Due 2019 and 0.875% Senior Unsecured Convertible Notes Due 2021 are true and correct and are hereby deemed to be repeated to Dealer as if set forth herein;

(b) As of the Trade Date or the Premium Payment Date, Counterparty (i) has neither (A) filed a request for bankruptcy or been declared bankrupt by a judgment of a competent court in the Netherlands within the meaning of Section 1 of the Netherlands Bankruptcy Act ("Faillisementswet") nor (B) filed a request for a moratorium of payments within the meaning of Section 213 of the Netherlands Bankruptcy Act and (ii) is not and shall not be after giving effect to the Transactions, "insolvent" (as such term is defined in Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "**Bankruptcy Code**")); and on each such date Counterparty would be able to purchase a number of Shares equal to the Number of Shares in compliance with the laws of the jurisdiction of Counterparty's incorporation or organization;

(c) Counterparty shall promptly provide written notice to Dealer upon obtaining knowledge of the occurrence of any event that would constitute a Potential Adjustment Event, a Merger Event or any other Extraordinary Event; *provided, however*, that should Counterparty be in possession of material non-public information regarding Counterparty, Counterparty shall not communicate such information to Dealer;

(d) Counterparty has not violated and will not violate any applicable law (including, without limitation, the Securities Act and the Exchange Act and the regulations promulgated thereunder) in connection with the Transaction;

(e) Counterparty has not entered into the Transaction with the intent to avoid any regulatory filings;

(f) Each of Counterparty's filings under the Securities Act, the Exchange Act, or other applicable securities laws that are required to be filed have been filed and that, as of the respective dates thereof and as of the Trade Date, such filings when considered as a whole (with the more recent such filings deemed to amend inconsistent statements contained in any earlier such filings) do not contain any misstatement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(g) Counterparty is not, and after giving effect to the Transactions will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(h) Counterparty understands, agrees and acknowledges that no obligations of Dealer to it hereunder shall be entitled to the benefit of deposit insurance and that such obligations shall not be guaranteed by any affiliate of Dealer or any governmental agency;

(i) [*negotiated clause*];

(j) Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, Earnings Per Share, ASC Topic 815, Derivatives and Hedging, ASC Topic 480, Distinguishing Liabilities from Equity and ASC 815-40, Derivatives and Hedging – Contracts in Entity's Own Equity (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(k) Counterparty is not entering into the Transaction for the purpose of (i) creating actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or (ii) raising or depressing or otherwise manipulating the price of, or facilitating a distribution of, the Shares (or any security convertible into or exchangeable for the Shares);

(l) Counterparty has not entered into any obligation or undertaking that would contractually limit it from effecting Cash Settlement under this Transaction and it agrees not to enter into any such obligation or undertaking during the term of this Transaction;

(m) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Trade Date and reasonably acceptable to Dealer in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement; *provided* that such opinion of counsel may contain customary exceptions, assumptions and qualifications;

(n) Counterparty is entering into the Transaction, solely for the purposes stated in the board resolution authorizing the Transaction (a copy of which, and such other certificates as Dealer may reasonably request, Counterparty shall deliver to Dealer on or before the Trade Date) and in its public disclosure, and there is no internal policy, whether written or oral, of Counterparty that would prohibit Counterparty from entering into any aspect of the Transaction;

(o) To Counterparty's knowledge, other than reporting requirements pursuant to Chapter 5.3 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and Sections 13 or 16 of the Exchange Act. no federal, state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to Counterparty or the Shares as a result of Counterparty's particular business would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates owning or holding (however defined) Shares; *provided* that Counterparty makes no representation or warranty regarding any such requirement that is applicable generally to the ownership of equity securities by Dealer or its affiliates solely as a result of their being a financial institution or broker-dealer;

(p) Counterparty has discussed the Transaction with its outside tax advisors and has received appropriate comfort from such tax advisors that the tax treatment Counterparty will apply to the Transaction is proper under applicable law; and

5. **Other Provisions.**

(a) **Designation by Dealer.** Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Dealer to purchase, sell, receive or deliver any securities or other assets to or from Counterparty, Dealer may designate any of its affiliates to purchase, sell, receive or deliver such securities or other assets and otherwise to perform Dealer's obligations in respect of the Transaction and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty solely to the extent of and upon any such performance; *provided* that Dealer's obligation shall be reinstated (and Dealer shall have the right to designate another of its affiliates to perform such obligation), as though such performance had not been rendered by such affiliate, in the event and to the extent Counterparty is required to repay or reimburse the amount or value of any payment or other performance by such affiliate on the grounds of the insolvency or other legal, regulatory or contractual constraint on affiliate's payment or performance of such obligation.

(b) **Additional Termination Events.**

If (A) an Amendment Event (as defined below) occurs, (B) an "Event of Default" with respect to Counterparty under the terms of the Convertible Notes as set forth in Section 6.01 of the Indenture occurs and the outstanding Convertible Notes have been declared immediately due and payable in

accordance with Section 6.02 of the Indenture, (C) a Repayment Event occurs or (D) an Early Conversion occurs, then, (i) in the case of (A), (B) or (C), an Additional Termination Event shall occur in respect of which (1) Counterparty shall be the sole Affected Party and the Transaction shall be the sole Affected Transaction and (2) notwithstanding anything to the contrary in the Agreement, Dealer shall designate an Early Termination Date in respect of such Affected Transaction, which shall be no earlier than one Scheduled Trading Day following the occurrence of the event; *provided* that, in the case of a Repayment Event, the Transaction shall be subject to termination only in respect of the number of Convertible Notes that cease to be outstanding in connection with or as a result of such Repayment Event and (ii) in the case of (D), (1) an Additional Termination Event shall occur hereunder with respect to a number of Options equal to the number of the relevant Exercisable Options (the "**Affected Number of Options**"), in which case (x) the sole Affected Transaction shall consist of a transaction identical to the Transaction except that Number of Options for such Affected Transaction shall equal the Affected Number of Options and Counterparty shall be deemed the sole Affected Party and (y) the Transaction shall remain in full force and effect, except that the Number of Options subject to the Transaction immediately prior to the Conversion Date for such Early Conversion shall as of such Conversion Date be reduced by the Affected Number of Options; (2) notwithstanding anything to the contrary in the Agreement, Dealer shall designate an Early Termination Date in respect of such Affected Transaction, which shall be no earlier than one Scheduled Trading Day following the Conversion Date for the related Early Conversion; and (3) for the avoidance of doubt, in determining the amount payable in respect of such Affected Transaction pursuant to Section 6 of the Agreement, the Dealer (I) shall, if the Early Conversion relates to more than USD1,000,000.00 principal amount of Convertible Notes, use commercially reasonable efforts to determine the Share price for purposes of such determination over a period consistent with the "Calculation Period" under the Indenture for the related Early Conversion and (II) shall assume that (x) the relevant Early Conversion and any adjustments, agreements, payments, deliveries or acquisitions by or on behalf of Counterparty leading thereto had not occurred, (y) no adjustments to the Conversion Ratio have occurred pursuant to Section 12.03 or Section 12.04(h) of the Indenture and (z) the corresponding Convertible Notes remain outstanding.

"**Amendment Event**" means that Counterparty amends, modifies, supplements or obtains a waiver with respect to (A) any term of the Indenture or the Convertible Notes governing the principal amount, coupon, maturity, repurchase obligation of Counterparty, redemption right of Counterparty, any term relating to conversion of the Convertible Notes (including changes to the conversion ratio, conversion settlement dates or conversion conditions), or (B) any term that would require consent of the holders of not less than 100% of the principal amount of the Convertible Notes to amend, in each case without the prior written consent of Dealer, such consent not to be unreasonably withheld.

"**Repayment Event**" means that (A) any Convertible Notes are repurchased (whether in connection with or as a result of a change of control, howsoever defined, or for any other reason) by Counterparty or any of its subsidiaries, (B) any Convertible Notes are delivered to Counterparty or any of its subsidiaries in exchange for delivery of any property or assets of Counterparty or any of its subsidiaries (howsoever described), (C) any principal of any of the Convertible Notes is repaid prior to the final maturity date of the Convertible Notes (whether following acceleration of the Convertible Notes or otherwise), or (D) any Convertible Notes are exchanged by or for the benefit of the holders thereof for any other securities of Counterparty or any of its affiliates (or any other property, or any combination thereof) pursuant to any exchange offer or similar transaction; provided that, in the case of clause (B) and clause (D), conversions of the Convertible Notes pursuant to the terms of the Indenture as in effect on the date hereof shall not be Repayment Events.

(c) **Understanding and Acknowledgement.** Counterparty understands and acknowledges that notwithstanding any other relationship between Counterparty and Dealer (and Dealer's affiliates), in connection with this Transaction and any other over-the-counter derivative transaction between Counterparty and Dealer or Dealer's affiliates, Dealer or its affiliates, as the case may be, is acting

as principal and is not a fiduciary or adviser to Counterparty in respect of any such transaction, including any entry into or exercise, amendment, unwind or termination thereof.

(d) **Amendments to Equity Definitions.** Section 12.9(b)(i) of the Equity Definitions is hereby amended by (1) replacing "either party may elect" with "Dealer may elect" and (2) replacing "notice to the other party" with "notice to Counterparty" in the first sentence of such section.

(e) **Repurchase Notices.** On any day on which both (i) Counterparty effects any repurchase of Shares and (ii) Counterparty does not qualify as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, Counterparty shall promptly give Dealer a written notice of such repurchase (a "**Repurchase Notice**") on such day if following such repurchase, the Options Equity Percentage as determined on such day is (i) equal to or greater than 5.0% and (ii) greater by 0.5% than the Options Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater than the Options Equity Percentage as of the Trade Date). The "**Options Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the product of the Number of Options in aggregate and the Option Entitlement under this Transaction or any other bond hedge transaction between the parties and (B) the denominator of which is the number of Shares outstanding on such day. Counterparty agrees to indemnify and hold harmless Dealer and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 "insider", including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within 30 days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person in respect of the foregoing, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction

(f) **Rule 10b-18.** Except as disclosed to Dealer in writing prior to the date on which the offering of the Convertible Notes was first announced, Counterparty represents and warrants to Dealer that it has not made any purchases of blocks by or for itself or any of its Affiliated Purchasers pursuant to the one block purchase per week exception in Rule 10b-18(b)(4) under the Exchange Act during each of the four calendar weeks preceding such date and the calendar week in which such date occurs ("**Rule 10b-18 purchase**," "**blocks**" and "**Affiliated Purchaser**" each as defined in Rule 10b-18 under the Exchange Act ("**Rule 10b-18**")). Counterparty agrees and acknowledges that it shall not, and shall cause its affiliates and Affiliated Purchasers not to, directly or indirectly (including by means of a derivative instrument), enter into any transaction to purchase any Shares during the period beginning on such date and ending on the Last Initial Hedge Date (as defined below).

(g) **Regulation M.** Counterparty represents and warrants to Dealer that Counterparty (A) was not on the date on which the offering of the Convertible Notes was first announced, has not since such date, and is not on the date hereof, engaged in a distribution, as such term is used in Regulation M under the Exchange Act ("**Regulation M"**), of any securities of Counterparty, other than the distribution of the Convertible Notes and (B) shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following the Last Initial Hedge Date (as defined below).

(h) **Early Unwind.** In the event (x) the sale of Convertible Notes is not consummated with the Joint Bookrunners for any reason by 12:00 p.m. London time on March 19, 2014 (or such later date as agreed upon by the parties) or (y) the Joint Bookrunners have terminated the Purchase Agreement pursuant to Section 10 thereof (March 19, 2014, such later agreed date, or the date Dealer becomes aware that the Joint Bookrunners have terminated the Purchase Agreement, as applicable, the "**Early Unwind Date**"), the Transaction shall automatically terminate (the "**Early Unwind**"), on the Early Unwind Date and (i) the Transaction and all of the respective rights and obligations of Dealer and Counterparty under the Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with the Transaction either prior to or after the Early Unwind Date; *provided* that, unless the Early Unwind Date occurred as a result of a breach of the Purchase Agreement by Dealer, Counterparty shall purchase from Dealer on the Early Unwind Date all Shares purchased by Dealer or one of more of its affiliates for the purpose of hedging the Transaction and reimburse Dealer for any costs or expenses (including, without duplication, market losses) relating to the unwinding of its hedging activities in connection with the Transaction (including any loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position) *less* any gain for the Dealer for the unwind of such hedging activity. Any such unwind must be performed by the Dealer in a commercially reasonable manner, it being understood that Dealer shall not increase its hedge positions after the Early Unwind Date. The amount of any such reimbursement shall be determined by Dealer in its sole good faith discretion and, upon request by Counterparty, documented to Counterparty in reasonable detail. Dealer shall notify Counterparty of such amount and Counterparty shall pay such amount in immediately available funds on the Early Unwind Date. Dealer and Counterparty represent and acknowledge to the other that, subject to the proviso included in this paragraph, upon an Early Unwind, all obligations with respect to the Transaction shall be deemed fully and finally discharged.

(i) **Transfer or Assignment.** Counterparty may not transfer or assign any of its rights or obligations under the Transaction or the Agreement without the prior written consent of Dealer. Notwithstanding any provision of the Agreement to the contrary, Dealer may, subject to applicable law, freely transfer and assign all of its rights and obligations under the Transaction or the Agreement without the consent of Counterparty to any affiliate of Dealer with a rating (or whose guarantor has a rating) for its long term, unsecured and unsubordinated indebtedness of A- or better by Standard & Poor's Ratings Services or its successor ("**S&P**"), or A3 or better by Moody's Investors Service, Inc. or its successor

("**Moody's**") or, if either S&P or Moody's ceases to rate such debt, at least an equivalent rating or better by a substitute rating agency mutually agreed by Counterparty and Dealer.

If at any time at which (1) the Equity Percentage exceeds (A) for so long as Counterparty qualifies as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, 14.5% or (B) at any time Counterparty does not qualify as a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, 8.0% or (2) Dealer, Dealer Group (as defined below) or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "**Dealer Person**") under any relevant Dutch corporate law or state or federal or non-U.S. bank holding company or banking laws, or other federal, state, local or non-U.S. laws, regulations, regulatory orders or organizational documents or contracts of Counterparty that are applicable to ownership of Shares, other than Chapter 5.3 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), ("**Applicable Laws**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state, federal, local or non-U.S. regulator) of a Dealer Person, or could result in an adverse effect on a Dealer Person, as determined by Dealer in its reasonable discretion, under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1.0% of the number of Shares outstanding on the date of determination (either such condition described in clause (1) or (2), an "**Excess Ownership Position**") and Dealer is unable, after commercially reasonable efforts, to effect a transfer or assignment on pricing terms and within a time period reasonably acceptable to it of all or a portion of the Transaction such that an Excess Ownership Position no longer exists, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "**Terminated Portion**") of the Transaction, such that an Excess Ownership Position no longer exists. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (x) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Shares equal to the Terminated Portion, (y) Counterparty shall be the sole Affected Party with respect to such partial termination and (z) such Transaction shall be the only Terminated Transaction. The "**Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that Dealer and any of its affiliates subject to aggregation with Dealer, for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer ("**Dealer Group**"), beneficially own (within the meaning of Section 13 of the Exchange Act) on such day and (B) the denominator of which is the number of Shares outstanding on such day.

(j) **Ratings Decline**. If at any time the long term, unsecured and unsubordinated indebtedness of Dealer is rated lower than Baa3 by Moody's and lower than BBB- by S&P (any such rating, a "**Ratings Downgrade**"), then Counterparty may, at any time following the occurrence and during the continuation of such Ratings Downgrade, provide written notice to Dealer specifying that it elects for this provision to apply (a "**Trigger Notice**"). Upon receipt by Dealer of a Trigger Notice from Counterparty, Dealer shall promptly elect that either (i) the parties shall negotiate in good faith terms for collateral arrangements (including, at Dealer's election, custody by a third party) pursuant to which Dealer is required to provide collateral (including, but not limited to, equity or equity-linked securities issued by Counterparty) to Counterparty in respect of the Transaction with a value equal to the full mark-to-market exposure of Counterparty under the Transaction, as determined by Dealer in a good faith commercially reasonable manner, or (ii) an Additional Termination Event shall occur and, with respect to such Additional Termination Event, (A) Counterparty shall be deemed to be the sole Affected Party, and (B) the Transaction shall be the sole Affected Transaction. If requested by Counterparty at any time following the Premium Payment Date, the parties shall commence negotiation of documentation for such collateral arrangements.

(k) **[Regulation of Dealer**. [*negotiated clause*].]

(l) **[Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act**. [*negotiated clause*].]

(m) **Netting and Setoff.** In addition to any rights of set-off a party may have as a matter of law or otherwise, upon the occurrence of an Event of Default or Termination Event with respect to a party who is the Defaulting Party or the Affected Party ("**X**"), the other party ("**Y**") will have the right (but not be obliged) without prior notice to X or any other person to set off or apply any obligation of X owed to Y (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y owed to X (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation). Y will give notice to the other party of any set-off effected under this paragraph. Amounts (or the relevant portion of such amounts) subject to set-off may be converted by Y into the Termination Currency at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency. If any obligation is unascertained, Y may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained. Nothing in this section shall be effective to create a charge or other security interest. Notwithstanding the foregoing, the rights of Y pursuant to this provision shall not permit the exercise of set-off rights in respect of obligations owed by either party pursuant to any Equity Contract. "**Equity Contract**" shall mean for purposes of this paragraph any transaction relating to Shares between X and Y that qualifies as 'equity' under accounting rules applicable to Counterparty.

(n) **Reserved.**

(o) **Reserved**.

(p) **Registration.** Counterparty hereby agrees that if, in the good faith reasonable judgment of Dealer, the Shares ("**Hedge Shares**") acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction cannot be sold in the public market by Dealer without registration under the Securities Act, Counterparty shall, at its election, either (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, make available to Dealer an effective registration statement under the Securities Act and (A) enter into an agreement, in form and substance satisfactory to Dealer, substantially in the form of an underwriting agreement for a registered offering (without any underwriter compensation), (B) provide accountant's "comfort" letters customary in form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty reasonably acceptable to Dealer, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a due diligence investigation with respect to Counterparty customary in scope for underwritten offerings of equity securities; *provided*, *however*, that if Dealer, in its sole reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or clause (iii) of this paragraph shall apply at the election of Counterparty; (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into and comply with a private placement agreement substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance satisfactory to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any commercially reasonable discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement); or (iii) purchase the Hedge Shares from Dealer at the closing price on such Exchange Business Days, and in the amounts, requested by Dealer.

(q) **Tax Disclosure.** Notwithstanding anything to the contrary herein, in the Equity Definitions or in the Agreement, and notwithstanding any express or implied claims of exclusivity or proprietary rights, the parties (and each of their employees, representatives or other agents) are authorized to disclose to any and all persons, beginning immediately upon commencement of their discussions and without limitation of any kind, the tax treatment and tax structure of the Transaction, and all materials of any kind (including opinions or other tax analyses) that are provided by either party to the other relating to such tax treatment and tax structure.

(r) **Reserved.**

(s) **Securities Contract.** The parties hereto agree and acknowledge that Dealer is one or more of a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101 (22A) of the Bankruptcy Code. The parties hereto further agree and acknowledge (A) that this Confirmation is a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "settlement payment" (as such term is defined in Section 741(8) of the Bankruptcy Code) or a "transfer" within the meaning of Section 546 of the Bankruptcy Code and (B) that Dealer is entitled to the protections afforded by, among other sections, Section 362(b) (6), 362(b)(27), 362(o), 546(e), 546(j), 548(d)(2), 555 and 561 of the Bankruptcy Code.

(t) **No Material Non-Public Information.** Dealer shall provide a written notice to Counterparty promptly following the date on which Dealer has completed all purchases of Shares or other transactions to hedge initially its exposure with respect to the Transaction (such date, the "**Last Initial Hedge Date**"), which it shall complete as soon as reasonably practicable. On each day during the period beginning on the Trade Date and ending on the earlier of (i) the 3rd Exchange Business Day following the Trade Date and (ii) the Last Initial Hedge Date, Counterparty represents and warrants to Dealer that none of Counterparty and its officers and directors is aware or in possession of any material non-public information or any information constituting inside information (*voorwetenschap*), as defined in article 5:53 of the FMSA, concerning Counterparty, the Shares or trading in the shares. "Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of Counterparty.

(u) **Right to Extend.** Dealer may postpone any Exercise Date or postpone or extend any other date of valuation or delivery with respect to some or all of the relevant Options (in which event the Calculation Agent shall make appropriate adjustments to the Settlement Amount for such Options), if Dealer determines, in its commercially reasonable discretion, that such postponement or extension is necessary or appropriate to preserve Dealer' or its affiliate's hedging or hedge unwind activity hereunder in light of existing liquidity conditions or to enable Dealer or its affiliate to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer or such affiliate were Issuer or an affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer and/or such affiliate; provided that Dealer may not postpone or extend any such date by more than 100 Trading Days.

(v) **Wall Street Transparency and Accountability Act of 2010.** The parties hereby agree that none of (i) Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the "**WSTAA**"), (ii) any similar legal certainty provision included in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, (iii) the enactment of the WSTAA or any regulation under the WSTAA, (iv) any requirement under the WSTAA or (v) any amendment made by the WSTAA shall limit or otherwise impair either party's right to terminate, renegotiate, modify, amend or supplement this Confirmation, any Transaction hereunder or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased cost, regulatory change or similar event

under this Confirmation, the Equity Definitions or the Agreement (including, but not limited to, any right arising from any Change in Law, Insolvency Filing, Hedging Disruption, Increased Cost of Hedging, Loss of Stock Borrow, Increased Cost of Stock Borrow, or Illegality (as defined in the Agreement)).

(w) **Payments on Early Termination**. The parties hereto agree that for the Transaction, for the purposes of Section 6(e) of the Agreement, Second Method and Loss will apply and in the event that (i) an Early Termination Date occurs or is designated with respect to the Transaction as a result of a Termination Event or an Event of Default (other than an Event of Default arising under Section 5(a)(ii) or 5(a)(iv) of the Agreement) and, as a result, Counterparty owes to Dealer pursuant to Section 6(e) of the Agreement an amount calculated thereunder, such amount shall be deemed to be zero. The Termination Currency shall be USD.

(x) **Governing Law.** This Confirmation and the Agreement, and any claims, causes of action or disputes arising hereunder or thereunder or relating hereto or thereto, shall be governed by the laws of the State of New York (without reference to choice of law doctrine that would lead to the application of the laws of any jurisdiction other than New York).

(y) **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THE TRANSACTION. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THE TRANSACTION, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS PROVIDED HEREIN.

(z) **Submission to Jurisdiction.** THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

(aa) **Process Agent.** For purposes of Section 13(c) of the Agreement, Counterparty appoints QIAGEN North American Holdings, Inc. at 19300 Germantown Road, Germantown, MD 20874 as its Process Agent.

(bb) **2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.** [*negotiated clause*]

(cc) **Reserved.**

(dd) **Part 2(b) of the ISDA Schedule – Payee Representation:**

For the purpose of Section 3(f) of this Agreement, Counterparty makes the following representation to Dealer:

[*negotiated clause*].

For the purpose of Section 3(f) of this Agreement, Dealer makes the following representation to Counterparty:

[*negotiated clause*].

(ee) **Part 3(a) of the ISDA Schedule – Tax Forms:**

Party Required to Deliver Document

	Form/Document/Certificate	Date by which to be Delivered
Counterparty	A complete and duly executed United States Internal Revenue Service Form W-8BEN (or successor thereto.)	(i) Upon execution and delivery of this Agreement; (ii) promptly upon reasonable demand by Dealer; and (iii) promptly upon learning that any such Form previously provided by Counterparty has become obsolete or incorrect.
Dealer	A complete and duly executed United States Internal Revenue Service Form [ ] (or successor thereto.)	(i) Upon execution and delivery of this Agreement; (ii) promptly upon reasonable demand by Counterparty; and (iii) promptly upon learning that any such Form previously provided by Dealer has become obsolete or incorrect.

(ff) **Additional ISDA Schedule Terms**

(i) **Automatic Early Termination**. The "Automatic Early Termination" provision of Section 6(a) of the Agreement will not apply to Dealer and will not apply to Counterparty.

(ii) **Consent to Recording**. Each party (i) consents to the monitoring or recording, at any time and from time to time, by the other party of any and all communications between officers or employees of the parties, (ii) waives any further notice of such monitoring or recording, and (iii) agrees to notify (and, if required by law, obtain the consent of) its officers and employees with respect to such monitoring or recording. Any such recording may be submitted in evidence to any court or in any Proceeding for the purpose of establishing any matters pertinent to this Transaction.

(iii) **Severability**. In the event any one or more of the provisions contained in this Confirmation or the Agreement shall be held illegal, invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

(gg) **Foreign Merger.** If, at any reasonable time following the occurrence of any Foreign Merger, the Calculation Agent reasonably determines in its good faith judgment that (x) such Foreign Merger has had a material adverse effect on Dealer's rights and obligations under the Transaction or (y) Dealer would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions and excluding (I) any *de minimis* increased amount of tax, duty, expense or fee, as determined by the Calculation Agent, and (II) such increased amount that is incurred solely due to the deterioration of the creditworthiness of Dealer and/or any of its affiliates that are conducting hedging in connection with this Transaction), to (1) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset (s) it deems necessary to hedge the economic risk of entering into and performing its obligations with respect to the Transaction, or (2) realize, recover or remit the proceeds of any such transaction(s) or asset(s) (each of the events described in clause (x) and clause (y) above, a "**Foreign Merger Event**"), then, in either case, the Calculation Agent shall give prompt notice to Counterparty of such Foreign

Merger Event, and Dealer, the issuer of the Affected Shares and the New Issuer shall work in good faith to negotiate and enter into additional documentation or modify the terms of the existing documentation in a manner that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer and Counterparty to continue, or New Issuer to accede, as applicable, as a party to the Transaction in the context of the Foreign Merger Event. If the additional documentation or modification to the terms of the existing documentation has not been mutually agreed to within 5 Scheduled Trading Days of the Calculation Agent's notice, the Calculation Agent shall give notice to Counterparty of a commercially reasonable Price Adjustment that the Calculation Agent determines, in its good faith, commercially reasonable judgment, appropriate to account for the economic effect on the Transaction of such Foreign Merger Event (without duplication of any adjustments determined pursuant to any other provision of this Transaction) and provide Counterparty with supporting documentation for such Price Adjustment (unless the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, in which case the Calculation Agent shall so notify Counterparty). Unless the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, within two Scheduled Trading Days of receipt of such notice, Counterparty shall notify Dealer that it elects to (A) agree to amend the Transaction to take into account such Price Adjustment or (B) pay Dealer an amount determined by the Calculation Agent (and in respect of which the Calculation Agent has provided to Counterparty supporting documentation) that corresponds to such Price Adjustment (and, in each case, Counterparty shall be deemed to have repeated the representation set forth in Section 5(t) of this Confirmation as of the date of such election). If Counterparty fails to give such notice to Dealer of its election by the end of that second Scheduled Trading Day, or if the Calculation Agent determines in its good faith, commercially reasonable judgment that no Price Adjustment will produce a commercially reasonably result, then such failure or such determination, as the case may be, shall constitute an Additional Termination Event applicable to the Transaction and, with respect to such Additional Termination Event, (1) Counterparty shall be deemed to be the sole Affected Party, (2) the Transaction shall be the sole Affected Transaction and (3) Dealer shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement.

6. **Account Details:**

(a) Account for payments to Counterparty:

Bank: Deutsche Bank AG, Düsseldorf
SWIFT: DEUTDEDDXXX
Acct: Qiagen N.V.
Acct No.: 755167400

(b) Account for payments to Dealer:

Bank: [ ]

ABA# [ ]
FAO: [ ]
Acct: [ ]
Swift: [ ]

7. **Offices:**

The Office of Counterparty for the Transaction is: Inapplicable, Counterparty is not a Multibranch Party.

The Office of Dealer for the Transaction is: London.

8. **Notices:**

For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

Qiagen N.V.
Spoorstraat 50, 5911-KJ
Venlo, The Netherlands
Attention: Global Treasury
Telephone No.: 31 77 355 6644
Facsimile No.: 31 77 355 6640

(b) Address for notices or communications to Dealer:

[ ]

Attention: [ ]

Telephone No.: [ ]
Facsimile No.: [ ]

This Confirmation may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Counterparty hereby agrees to check this Confirmation and to confirm that the foregoing correctly sets forth the terms of the Transaction by signing in the space provided below and returning to Dealer a facsimile of the fully-executed Confirmation. Originals shall be provided for your execution upon your request.

Yours sincerely,

[ ]

By: _____
Name:
Title:

Accepted and confirmed as of the Trade Date:

QIAGEN N.V.

By: _____
Name:
Title:

SCHEDULE A

For purposes of this Transaction, the following terms shall have the following values/meanings:

1. Strike Price:	USD200,000.00 *divided* by 7,056.7273, or approximately USD28.3418.
2. Premium:	USD[ ].
3. Premium Payment Date:	The closing date for the initial issuance of the Convertible Notes.

Exhibit 8.1

LIST OF SUBSIDIARIES

The following is a list of the Registrant's subsidiaries as of December 31, 2014, other than certain subsidiaries that did not in the aggregate constitute a significant subsidiary.

Company Name	Jurisdiction of Incorporation
AmniSure International LLC	USA
Cellestis Limited	Australia
Cellestis GmbH	Germany
Cellestis Inc.	USA
CLC Bio	Denmark
Enzymatics, Inc.	USA
Intelligent BioSystem, Inc.	USA
Ipsogen SA	France
QIAGEN Australia Holding	Australia
QIAGEN AB	Sweden
QIAGEN Inc. (Canada)	Canada
QIAGEN Deutschland Holding GmbH	Germany
QIAGEN Gaithersburg, Inc.	Delaware
QIAGEN GmbH	Germany
QIAGEN Hamburg GmbH	Germany
QIAGEN, U.S. Finance Holdings	Luxemburg
QIAGEN, Finance (MALTA) Ltd	Malta
QIAGEN, Inc. (USA)	USA
QIAGEN Instruments AG	Switzerland
QIAGEN K.K.	Japan
QIAGEN Lake Constance GmbH	Germany
QIAGEN Ltd.	UK
QIAGEN Manchester Ltd.	UK
QIAGEN Mexico	Mexico
QIAGEN North American Holdings Inc.	USA
QIAGEN Pty. Ltd.	Australia
QIAGEN Redwood City, Inc.	USA
QIAGEN SA	France
QIAGEN Sciences, LLC	USA
QIAGEN Shenzhen Co. Ltd.	China
QIAGEN SpA	Italy
Quanta Biosciences, Inc.	USA
SABiosciences	USA

Exhibit 12.1

CERTIFICATION UNDER SECTION 302

I, Peer M. Schatz, certify that:

1. I have reviewed this annual report on Form 20-F of QIAGEN N.V;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
    (a) (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: February 27, 2015

/s/ Peer M. Schatz

Peer M. Schatz
Managing Director and Chief Executive Officer

Exhibit 12.2

CERTIFICATION UNDER SECTION 302

I, Roland Sackers, certify that:

1. I have reviewed this annual report on Form 20-F of QIAGEN N.V;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: February 27, 2015

/s/ Roland Sackers

Roland Sackers
Managing Director and Chief Financial Officer

Exhibit 13.1

CERTIFICATIONS UNDER SECTION 906

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of QIAGEN N.V., does hereby certify, to such officer's knowledge, that:

The Annual Report for the year ended December 31, 2014 (the "Form 20-F") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 20-F fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 27, 2015

/s/ Peer M. Schatz

Peer M. Schatz
Managing Director and
Chief Executive Officer

Dated: February 27, 2015

/s/ Roland Sackers

Roland Sackers
Managing Director and
Chief Financial Officer

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form F-3 No. 333-162052) of QIAGEN N.V.; and

(2) Registration Statements (Form S-8 Nos. 333-07166, 333-178035, 333-107491, 333-12372, 333-127393 and 333-145171) pertaining to the QIAGEN N.V. 1996 Employee, Director and Consultant Stock Option Plan, the QIAGEN N.V. Amended and Restated 2005 Stock Plan, the Digene Corporation Amended and Restated Equity Incentive Plan, the Digene Corporation Amended and Restated Omnibus Plan and the Digene Corporation Amended and Restated 1997 Stock Option Plan;

of our reports dated February 27, 2015, with respect to the consolidated financial statements and schedule of QIAGEN N.V. and Subsidiaries and the effectiveness of internal control over financial reporting of QIAGEN N.V. and Subsidiaries included in this Annual Report (Form 20-F) for the year ended December 31, 2014.

February 27, 2015

Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft
Düsseldorf, Germany

/s/Hendrik Hollweg
Wirtschaftsprüfer
[German Public Auditor]

/s/Tobias Schlebusch
Wirtschaftsprüfer
[German Public Auditor]